# CONTRACT FOR SERVICES AND/OR PRODUCTS

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "**Contract**") is made and entered into this 22nd day of February 2016 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation, (herein the "**TOWN**") and RESOURCE ENTERTAINMENT GROUP, LLC a Tennessee limited liability company (herein the "**CONTRACTOR**").

## W I T N E S S E T H:

WHEREAS, the TOWN desires to contract with a provider of production services for entertainment at the annual Independence Day celebration (herein the "**Contract Items**"), and

WHEREAS, the CONTRACTOR has the requisite experience, abilities and resources to perform and/or furnish the foregoing, and

WHEREAS, the CONTRACTOR desires to enter into this Contract as an independent contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

## 1.00 SCOPE OF CONTRACT

The CONTRACTOR is to furnish the services and/or products as specified in the Invitation to Bid issued by the TOWN under No. TC2015-55 Independence Day Entertainment Production Services (herein the "Invitation to Bid") and any amendments thereto. The Invitation to Bid and any amendments thereto are attached hereto as **Exhibit "A"** and incorporated by reference herein and made a part hereof. Unless otherwise specified herein, the CONTRACTOR is to furnish all materials, tools, equipment, manpower, and consumables necessary to complete the Contract Items.

## 2.00 TERM OF CONTRACT

The period of this Contract shall be for twelve (12) months, beginning on February 22, 2016 and ending on February 21, 2017. This Contract may be extended by the TOWN for four (4) additional successive twelve (12) month period[s] or portions thereof, up to a cumulative total of sixty (60) months, by written notice to the CONTRACTOR given on or before the 1st day of February prior to requested performance.

## 3.00 COMPENSATION

3.01. Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as specified in its bid to the TOWN at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as **Exhibit "B"** and incorporated by reference herein and made a part hereof. The amount as specified in **Exhibit "B"** may be increased or decreased by the TOWN under Section 4.00 of this Contract ("Additional

Services"), through the issuance of an Addendum. Any prices specified in this Contract or an Addendum thereto will remain in effect for the term of this Contract or any extensions thereof.

3.02. Payment of Compensation. All invoices received by the TOWN are payable within thirty (30) days from receipt, provided they have first been approved by the TOWN department that is the beneficiary of the Contract Items, and such department has accepted the Contract Items. The TOWN reserves the right to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the TOWN department that is the beneficiary of the Contract Items. All invoices shall be directed to the Accounts Payable Department, Town of Collierville, 500 Poplar View Parkway, Collierville, Tennessee 38017. In the event any Contract Items are deemed unacceptable, the TOWN'S representative shall notify the CONTRACTOR of the deficiencies in writing and the TOWN may withhold payment until the deficiencies are corrected to the satisfaction of the TOWN, such determination to be made in the sole and absolute discretion of the TOWN. All invoices must clearly indicate the Invitation to Bid number.

## 4.00 ADDITIONAL SERVICES

In the event the TOWN requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the TOWN and the CONTRACTOR enter into an equitable agreement regarding the additional services and/or products.

## 5.00 NOTICE TO PROCEED

The CONTRACTOR shall commence to perform and/or furnish the Contract Items called for under this Contract upon the written Notice to Proceed issued by the TOWN.

## 6.00 CONFLICT OF INTEREST

The CONTRACTOR declares that neither the Mayor, nor any Aldermen, nor any other TOWN official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the TOWN in writing should any TOWN official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the TOWN, or to pay anyone else for the benefit of any official or employee of the TOWN any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the TOWN or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

## 7.00 COMPLIANCE WITH LAWS

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision

of the Contract Items and to comply with all instructions and orders issued by the TOWN regarding the Contract Items.

**8.00 TERMINATION**

Upon thirty (30) days written notice, with or without cause, the TOWN may terminate this Contract. Following such termination, the TOWN and the CONTRACTOR shall agree upon an amount of payment for all Contract Items properly performed or furnished prior to the effective date of termination.

**9.00 WARRANTY**

The CONTRACTOR warrants that the Contract Items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Invitation to Bid. The CONTRACTOR warrants that all equipment and products provided shall be furnished to the TOWN in good and working condition. If the CONTRACTOR is notified in writing by the TOWN of any faulty Contract Items furnished by the CONTRACTOR, the CONTRACTOR shall, at the TOWN'S option, either: (i) perform again the relevant Contract Items to correct such fault, defect or error, at no additional cost to the TOWN; or (ii) refund to the TOWN the charge paid by the TOWN which is attributable to such portions of the faulty, defective or erroneous Contract Items, including any costs for re-provision of the relevant Contract Items by other contractors. The CONTRACTOR warrants that all products provided by the CONTRACTOR shall be merchantable, be fit for the purpose intended and shall meet the specifications of the Invitation to Bid. The CONTRACTOR shall be liable for secondary, incidental or consequential damages of any nature resulting from any work performed under this Contract.

**10.00 FORCE MAJEURE**

The obligations of CONTRACTOR hereunder are subject to and shall be excused in the event of riots, wars, and Acts of God.

**11.00 INSURANCE**

11.01. Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the TOWN, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than One Million Dollars ($1,000,000) for Bodily Injury and Property Damage.

11.02. Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract Automobile Liability

coverage in the minimum amount of Five-Hundred Thousand Dollars ($500,000) combined single limits for Bodily Injury and Property Damage.

11.03. Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract full and complete Workers' Compensation Coverage as required by State of Tennessee law.

11.04. [Omitted]

11.05. Certificates of Insurance. The CONTRACTOR shall provide the TOWN with Certificates of Insurance on all the policies of insurance and renewals thereof in forms acceptable to the TOWN. Said Comprehensive General Liability policy shall provide that the TOWN be an additional insured. The TOWN shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the TOWN and licensed and authorized to do business under the laws of the State of Tennessee.

## 12.00 CLAIMS, LIABILITY AND INDEMNITY

The CONTRACTOR shall assume all risk in connection with the performance of this Contract, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants, and/or employees in connection with the prosecution and completion of the Contract Items covered by this Contract. The CONTRACTOR agrees that it will indemnify and hold the TOWN and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the TOWN arising from the negligent or willful acts, errors, or omissions of the CONTRACTOR, its agents, servants and/or employees in the performance of this Contract, and the CONTRACTOR will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Contract.

## 13.00 ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the TOWN is successful therein, the TOWN shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the TOWN may be entitled.

## 14.00 EQUAL EMPLOYMENT OPPORTUNITY

14.01. Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall

include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

14.02. Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained in Paragraph 14.01 hereinabove. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph 14.02 in all subcontracts, if any, for services or products covered by this Contract.

## 15.00 TRANSFER, ASSIGNMENT OR SUBLETTING

This Contract shall not be transferred or assigned or sublet without prior written consent of the TOWN.

## 16.00 SAFETY MEASURES

The CONTRACTOR shall take all necessary precautions for the safety of the TOWN'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items.

## 17.00 FAMILIARITY WITH THE CONTRACT ITEMS

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The TOWN will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

## 18.00 ENTIRE AGREEMENT

This Contract and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

## 19.00 PERMITS, LICENSES AND CERTIFICATES

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Contract Items under this Contract.

**20.00 FIRE, THEFT, LOSS**

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on TOWN property by the CONTRACTOR.

**21.00 CONTRACTING AUTHORITY**

The persons executing this Contract on behalf of the TOWN and the CONTRACTOR hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

**22.00 GOVERNING LAW**

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Shelby County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

**23.00 OPPORTUNITY FOR REVIEW**

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

**24.00 SECTION HEADINGS**

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

**25.00 NOTICES**

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows:

(i) To: Town of Collierville
500 Poplar View Parkway

Collierville, TN 38017
Facsimile: (901) 457-2207
Email: TOCPurchasing@ci.collierville.tn.us

(ii) To: Resource Entertainment Group, LLC
153 Monroe Avenue
Memphis, TN 38103
Facsimile: (901) 543-1166
Email: howard@regmemphis.com

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

**26.00 SEVERABILITY**

If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance herefrom. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

**27.00 NO CONSENT TO BREACH**

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

**28.00 OTHER INSTRUMENTS**

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

**TOWN OF COLLIERVILLE, TENNESSEE**

By: _____
Stan Joyner, Mayor

ATTEST:

By: _____
Town Clerk/Recorder

APPROVED AS TO FORM AND CONTENT:

_____
Director of General Services

January 27, 2016

**RESOURCE ENTERTAINMENT GROUP, LLC**

By: _____

Its: PARTNER

CONTRACTOR's Mailing Address:
153 Monroe Avenue
Memphis, TN 38103

CONTRACTOR's Email Address:
howard@regmemphis.com

CONTRACTOR's Telephone Number:
(901) 543-1155

CONTRACTOR's Facsimile Number:
(901) 543-1166



MB 1/27/16

# EXHIBIT "A"

## Invitation to Bid No. TC2015-55

# BID RESPONSE FORM

**Town of Collierville**
General Services Department
500 Poplar View Parkway
Collierville, Tennessee 38017
(901) 457-2254

**Stan Joyner**
*Mayor*

**James H. Lewellen**
*Town Administrator*

**Derek Honeycutt**
*Director of General Services*

**POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM** **BID NO.: TC2015-55**

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **Wednesday, January 13, 2015, 2:00:00 PM (LOCAL TIME)** IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017, AT WHICH TIME OR SOON THEREAFTER THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TOWN BOARD CHAMBERS.

IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH A **"BID"** OR **"NO BID"**, WE WILL ASSUME THAT YOU NO LONGER WISH TO BID ON THE COMMODITY INDICATED BELOW, AND YOUR COMPANY'S NAME MAY BE REMOVED FROM THE MAILING LIST.

****REQUIRED TO SUBMIT BID: TOWN OF COLLIERVILLE VENDOR #** 1177
**(See Public Notice Form for Information on Obtaining a Vendor #)**

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT DOLLARS | AMOUNT CENTS |
|---|---|---|---|---|---|
| 1 | 1 ea. | **Entertainment Production Services as specified in Section III of bid TC2015-55 – JULY 4TH, 2016.....** | | 51,000 | 00 |
| | | **LUMP SUM TOTAL** | | 51,000 | 00 |

TERMS: 50% DEPOSIT BY MAY 4, 2016 · BALANCE AT EVENT Discounts will be allowed for prompt payment as follows: 10 calendar days, ____%; 15 calendar days ____%; 20 calendar days ____%; 30 calendar days ____%. 45 calendar days, ____%; 60 calendar days ____%; 90 calendar days ____%; ____ calendar days ____%.

FIRM'S NAME: RESOURCE ENTERTAINMENT ADDRESS: 153 MONROE AVE, MEMPHIS, TN 38103

Organized and existing under the laws of the State of TENNESSEE and doing business as ____ a corporation, ____ a partnership, ____ an individual, X a limited liability company, or ____ otherwise.

CITY: MEMPHIS STATE: TN ZIP: 38103

TELEPHONE: 901.543.1155 FAX: 901.543.1166 EMAIL: HOWARD@REGMEMPHIS.COM

NAME: HOWARD STEVOK TITLE: PARTNER

AUTHORIZED SIGNATURE: [signature] DATE: 1-6-16

Town of Collierville

Sealed Bid No. TC2015-55

Inclement Weather Policy (event date July 4, 2016)

Vendor 1177

Resource Entertainment Group proposes the following:

If event is canceled due to adverse weather conditions on Monday July 4, 2016 Resource Entertainment Group will offer its complete proposed entertainment package on the following day, Tuesday July 5, 2016 under the following terms:

1. If event is canceled prior to the start of audio/stage/lighting set-up, services will be offered on the following day for an incremental and additional charge of $15,225.
2. If event is canceled after the start of audio/stage/lighting set-up, services will be offered on the following day for an incremental and additional charge of $21,750.

If the event is canceled after the entertainment portion of the event has commenced, there shall be no "rain date" and Resource Entertainment Group shall receive its contracted payment in full.

# BID RESPONSE FORM

**Town of Collierville**
General Services Department
500 Poplar View Parkway
Collierville, Tennessee 38017
(901) 457-2254

**Stan Joyner**
*Mayor*

**James H. Lewellen**
*Town Administrator*

**Derek Honeycutt**
*Director of General Services*

**POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM** **BID NO.: TC2015-55**

ALL SEALED BIDS MUST BE RECEIVED AND TIME STAMPED ON OR BEFORE **Wednesday, January 13, 2015, 2:00:00 PM (LOCAL TIME)** IN THE OFFICE OF THE DIRECTOR OF GENERAL SERVICES, 500 POPLAR VIEW PARKWAY, COLLIERVILLE, TENNESSEE 38017, AT WHICH TIME OR SOON THEREAFTER THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD IN THE TOWN BOARD CHAMBERS.

IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH A **"BID"** OR **"NO BID"**, WE WILL ASSUME THAT YOU NO LONGER WISH TO BID ON THE COMMODITY INDICATED BELOW, AND YOUR COMPANY'S NAME MAY BE REMOVED FROM THE MAILING LIST.

****REQUIRED TO SUBMIT BID: TOWN OF COLLIERVILLE VENDOR #** 1177
**(See Public Notice Form for Information on Obtaining a Vendor #)**

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT DOLLARS | AMOUNT CENTS |
|---|---|---|---|---|---|
| 1 | 1 ea. | **Entertainment Production Services as specified in Section III of bid TC2015-55 – JULY 3rd, 2016.....** | | 43,500 | 00 |
| | | **LUMP SUM TOTAL** | | 43,500 | 00 |

TERMS: 50% DUE BY MAY 4 · BALANCE DUE AT EVENT Discounts will be allowed for prompt payment as follows: 10 calendar days, ____%; 15 calendar days ____%; 20 calendar days ____%; 30 calendar days ____%. 45 calendar days, ____%; 60 calendar days ____%; 90 calendar days ____%; ____ calendar days ____%.

FIRM'S NAME: RESOURCE ENTERTAINMENT ADDRESS: 153 MONROE AVE

Organized and existing under the laws of the State of _____ and doing business as ____ a corporation, ____ a partnership, ____ an individual, X a limited liability company, or ____ otherwise.

CITY: MEMPHIS STATE: TN ZIP: 38103

TELEPHONE: 901-543-1155 FAX: 901-543-1166 EMAIL: HOWARD@REGMEMPHIS.COM

NAME: HOWARD STOVALL TITLE: PARTNER

AUTHORIZED SIGNATURE: [signature] DATE: 1-6-16

Town of Collierville

Sealed Bid No. TC2015-55

Inclement Weather Policy (event date July 3, 2016)

Vendor 1177

Resource Entertainment Group proposes the following:

If event is canceled due to adverse weather conditions on Sunday July 3, 2016 Resource Entertainment Group will offer its complete proposed entertainment package on the following day, Monday July 4, 2016 under the following terms:

1. If event is canceled prior to the start of audio/stage/lighting set-up, services will be offered on the following day for an incremental and additional charge of $18,200.
2. If event is canceled after the start of audio/stage/lighting set-up, services will be offered on the following day for an incremental and additional charge of $26,000.

If the event is canceled after the entertainment portion of the event has commenced, there shall be no "rain date" and Resource Entertainment Group shall receive its contracted payment in full.

**TOWN OF COLLIERVILLE, PURCHASING DIVISION**
**500 POPLAR VIEW PARKWAY**
**COLLIERVILLE, TN 38017**
**PHONE: (901) 457-2254**

## SCOPE:

The Town of Collierville is accepting bids for production and entertainment services of our annual Independence Day event. The event is scheduled for July 4, 2016. The Town is requesting an alternate bid for the event to take place on July 3, 2016.

Production services include providing stage, audio reinforcement, stage lighting, video wall and video cameras, associated labor, artist/stage management and related services as detailed herein to provide a first-class presentation of the entertainers to an expected audience of 20,000 people on a site consisting of a front of house area of approximately two acres and a total audience area consisting of approximately four acres.

Entertainment services consist a show featuring

- one (1) Headline Act or
- two (2) acts consisting of one (1) Featured Act and one (1) Headline Act.

Tentative event schedule on July 4, 2016:

6:30PM – 8:10PM – performance by Headline Act (and/or Featured Act if appropriate)
8:10PM – 8:20PM – special presentations by Town (entertainer break)
8:20PM – 9:30PM – performance by Headline Act
9:30PM – 9:49PM – fireworks (entertainer break) *(fireworks are NOT part of this bid request).*
9:49PM – 9:55PM – Headline Act plays one encore song to conclude the show.
9:55PM – show over

Previous Featured Acts include Ruby Wilson, Dani McCullough, Southern Halo, 2 Mule Plow, David Lee as Elvis, and Alexis Grace.
Previous Headline Acts include Dr. Zarr's Amazing Funk Monster, Party Planet, the Soul Shockers, the Bouffants, Memphis Soul Revue, and G3: The Garry Goin Group.

Although the Town makes no guarantees with respect to future funding, the past contract amounts for production services for this event are provided for reference below:
2013 - $23,100
2014 - $23,100
2015 - $36,290

## ADDITIONAL SERVICES:

The Town may request additional entertainment production services contributing to a successful event for the citizens of Collierville are provided in addition to those described in this bid document at a cost mutually agreed upon by the Town and the vendor.

## TERM OF CONTRACT:

The Town intends to award a single contract to the lowest and best bidder. If the Town chooses, it may renew this contract for four (4) additional one year terms, for a total contract term not to exceed five (5) years. The date of performance of any renewal years shall be determined and mutually agreed upon by the Town and the vendor. The Town will contact the awarded vendor prior to February 1st, each year to establish intent to renew.

The vendor may request an increase in compensation at the time or renewal, but not later than March 1, by providing proof of increased cost of providing services. A price increase may only be approved for demonstrated increase of costs to the vendor. The amount of any increase shall not exceed 5% of the amount of compensation of the previous year.

## Submission of Bid Documents:

The Bid, with attachments, must be placed in the supplied Town of Collierville bid envelope, sealed and delivered to the Town of Collierville. The envelope containing the Bid and attachments must be plainly marked with the following information to-wit:

(1) The Bidder's name and Address,
(2) Due Date of Bid package,
(3) Bid Number and Title.

The following items **SHALL** be returned in the bid package for consideration: **(Failure to provide appropriate information SHALL be just cause for rejection of the bid.)**

**(1) Comply and Exception, Section III**
**(2) Bid Response Form, Section IV**
**(3) Title VI Form, Section V (Optional)**
**(4) Reference Sheet, Section VII**
**(5) Inclement Weather Policy**
**(6) Production Manager Resume**
**(7) Itemized Lists Of ROH and FOH Audio Equipment**

**The Town requests that all bid documents be submitted in duplicate** to the Town of Collierville General Services Department, 500 Poplar View Parkway, Collierville, TN 38017 no later than 2:00:00 P.M. (local time) on Wednesday, January 13, 2015.

**METHOD OF AWARD:**

There are several factors which are important to the Town and critical to the selection process. These factors are (not listed in order of importance):

1. Price for services
2. Conformance to specifications to provide the best audience experience
3. Conformance to specifications to provide the optimum level of safety for the event
4. Ease and speed of installation and removal to minimize impact on venue

## Performance Bond:

The successful vendor will be required to furnish a performance bond equal to one hundred percent (100%) of the bid price. The company issuing the bond must be licensed to do business in Tennessee. (See Section IX). The bond will be provided after within 15 calendar days from the date of notice of award. If the contract is renewed a performance bond will be required within 15 calendar days from the date of notice of renewal. Notice to Proceed will not be issued to the vendor until the bond is provided to the Town.

If the vendor prefers, in lieu of a bond the vendor may provide a cashier's check or Letter of Credit for the full bid amount to be held by the Town in lieu of bond pending acceptable delivery of services.

## Specifications:

The following specifications are intended to define the level of quality and performance of the equipment and services required and are not intended to be restrictive. Equipment and services offered shall be of

equivalent dimensions, quality and performance. The offered equipment shall provide the following of equivalent features as noted hereinafter.

Vendor mark each specification by checking comply or give a brief explanation of the exception taken. The Town shall determine the equivalence of any proposed exceptions to these specifications and may require demonstrations of proposed alternate products.

## Entertainment Services:

Provide the name of the entertainer(s) your firm proposes as the 2016 Headline Act and, if applicable, Featured Act. Bands will be finalized with approval of Director of Parks, Recreation, & Cultural Arts.

Featured Act (if applicable): RUBY WILSON

Headline Act: PARTY PLANET

The Town will provide water and Gatorade-type beverages in a cooler at the stage. The dressing room area will be in the secured and locked air-conditioned Community Center approximately two hundred (200) yards from the stage.

Vendor shall be responsible for any dressing room meals or other hospitality requirements of entertainers.

## Production Services:

### Personnel Specifications:

Vendor shall provide experienced, capable and professional labor and technical personnel for installation, operation and removal of stage system, sound and lighting system (including any required audio or lighting engineers), stage manager, stage technicians, video technicians and camera operators, and any equipment or personnel required by entertainers. The vendor's production manager should have a minimum 3 years experience in providing similar services. The vendor shall provide a resume for their production manager with bid submission.

Comply: X Exception: _____

### Electrical Specifications:

The Town will provide dedicated electrical panels supplying two three phase 100 amp 120/208 volts electrical circuits. The vendor must connect to all three phases. The load must balance within a minus ten to a plus ten volts on each phase to ensure that no phase is over loaded.

Vendor will supply all cabling and distribution equipment needed for power of audio system, lighting system and stage from the existing electrical disconnect.

Comply: X Exception: _____

### Stage Engineering and Safety Specifications:

The stage shall be a self-contained mobile stage, professional grade, covered, with load-bearing capability to fly audio and lighting using a system of not fewer than two (2) overhead trusses. No "home built" systems allowed.

Comply: X Exception: _____

Stage shall be rated for safe operation in winds up to 90 MPH.

Comply: X Exception: _____

Stage floor must be of plywood over steel construction capable of supporting a live load minimum of 100 lbs/sq ft

Comply: X Exception: _____

The total load-bearing capacity of the stage system shall be not less than 18,500 pounds and the roof load capacity shall be not less than 13,500 pounds.
Comply: X Exception: _____

For optimum safety with respect to support of flown line array cabinets, sound wing rigging shall include lateral overhand rigging beams rated to carry no less than 2,500 pounds each.
Comply: X Exception: _____

Stage must have engineering certification stamps demonstrating compliance with all weight and wind tolerances above.
Comply: X Exception: _____

**Stage Configuration and Logistics Specifications:**

Stage deck shall be no less than thirty two feet wide (32') x twenty four feet deep (24'). Stage height shall be four (4) feet from ground level. Stage shall be leveled.
Comply: X Exception: _____

Vertical clearance from stage deck to inclined roof shall be not less than twenty (20) feet at downstage end.
Comply: X Exception: _____

The Town will stake the location for the stage prior to setup. Stage construction or installation shall not begin before 3PM, Sunday, July 3, 2016.
Comply: X Exception: _____

Stage shall be disassembled and removal complete no later than 8AM, on the day following the show. (i.e. if the show is on July 4, the stage shall be removed no later than 8 AM on July 5)
Comply: X Exception: _____

Stage shall include banner supports configured to accommodate banners already owned by the Town of Collierville (which shall be provided at load-in).

Top banner shall be affixed above the main stage roof at a display height of up to 30 feet elevation. Top banner is 46' 9" long and 4' 3" tall. Top banner support shall include support poles to accommodate existing grommets.

The two side banners are 21' 4" tall and 12' wide and shall be hung from lateral rigging beams at a height of 24' elevation in front of flown line array cabinets.
Comply: X Exception: _____

Stage shall have available full height wind walls for rain-proofing in case of inclement weather.
Comply: X Exception: _____

Stage shall include stairs at downstage right side, a loading ramp upstage left side and safety rails.
Comply: X Exception: _____

Stage shall be skirted.
Comply: X Exception: _____

**Audio System Specifications:**

The Front of House (FOH) sound reinforcement system shall meet and/or exceed the following criteria. In case of any proposed exception, a side by side technical comparison between specified and proposed gear must be included with bid submission.

There shall be no FOH mixing console located in front of the stage. All FOH and monitor audio mixing must be done from side of stage or remotely from FOH. Amplifiers and power distribution shall be provided by vendor at stage left.
Comply: X Exception: _____

FOH audio system shall consist of a professional grade line array system, with main banks of audio cabinets flown. System shall be capable of providing adequate sound coverage to the natural 2-acre amphitheater that is the main event site, and an audience of approximately 15,000, accommodating peak levels up to 103 decibels (A-weighted) of clear, undistorted audio to all FOH areas. (While listening levels may not average out at this level, the system must have enough headroom to accommodate the performance.)
Comply: X Exception: _____

FOH main cabinets shall be flown to a top edge height of not less than twenty-five (25) feet above ground to provide optimum audio distribution to the audience.
Comply: X Exception: _____

FOH audio main cabinets shall be EV Model XLD281 or equivalent, with dual 8" speakers and 120 degree horizontal / 10 degree vertical coverage pattern, not fewer than eight (8) cabinets per side.
Comply: X Exception: _____

FOH subwoofers shall be EV Model X-SUB or equivalent with 2 x 18" woofers per cabinet and no fewer than three (3) cabinets per side.
Comply: X Exception: _____

FOH audio processing shall include four (4) independently controlled audio zones consisting of two (2) cabinets per side which shall be optimized for the best audience experience in all FOH locations.
Comply: X Exception: _____

On one occasion, the audio system for this event overheated and failed. For this reason, the ability to monitor system performance and health in real time is of great value, and the amplifier system should allow monitoring of power load, amperage, voltage, and ohm-age, and should include thermal and peak limiters for optimal and most reliable performance in high temperatures. Power amp model EV TG7 with RCM-26 IRIS-Net-compatible DSP and control module or equivalent.
Comply: X Exception: _____

A professional grade monitor system confirming to entertainer's rider specifications shall be included. Each monitor speaker shall consist of a 2-way actively or passively crossed over system. Monitor system shall accommodate no fewer than six discreet mixes with no fewer than eight (8) monitor wedges.
Comply: X Exception: _____

All other FOH gear must be professional grade and suitable for sound reinforcement as noted above, including console , processors, ancillary outboard such as compressors, limiters, gates, reverb and delay units, microphones, and all necessary stands, racks, cables, snakes/splitters, and power distribution systems. Please include an itemized list of all gear referenced above that comprised the proposed FOH and monitor audio systems, indicating technical comparison for any non-conforming equipment.
Comply: X Exception: _____

**Rear Audio System Specifications:**

While the bulk of the audience enjoys this show from the front of the stage, there are a significant number of patrons who choose to sit behind the stage. Thus, there is a requirement for a rear of house (ROH) audio reinforcement system.

There shall be no ROH mixing console located in front of the stage. All ROH audio mixing must be done from side of stage or remotely. Amplifiers and power distribution shall be provided by vendor at stage left.
Comply: X Exception: _____

ROH audio system shall consist of a professional grade line array system, with main banks of audio cabinets flown. System shall be capable of providing adequate sound coverage to a broad area behind the stage.
Comply: X Exception: _____

ROH main cabinets shall be flown to a top edge height of not less than fifteen (15) feet above ground to provide optimum audio distribution to the audience.
Comply: X Exception: _____

ROH audio main cabinets shall be EV Model XLD281 or equivalent, with dual 8" speakers and 120 degree horizontal / 10 degree vertical coverage pattern, not fewer than four (4) cabinets per side.
Comply: X Exception: _____

ROH audio processing shall include one audio zone consisting of four (4) cabinets per side which shall be optimized for the best audience experience in ROH locations.
Comply: X Exception: _____

ROH cabinets should be powered by same grade of amplifier system as FOH cabinets.
Comply: X Exception: _____

All other ROH gear must be professional grade and suitable for sound reinforcement as noted above, including console, processors, ancillary outboard such as compressors, limiters, gates, reverb and delay units, and all necessary stands, racks, cables, snakes/splitters, and power distribution systems. Please include in submitted bid envelope an itemized list of all gear referenced above that comprised the proposed ROH system, indicating technical comparison for any non-conforming equipment.
Comply: X Exception: _____

**Lighting Specifications:**

Lighting system shall include no less than 48 par cans of lighting, twenty-four (24) upstage and twenty-four (24) downstage.
Comply: X Exception: _____

Lighting system shall include two (2) "audience blinder"-style par light arrays for illumination of dance area in front of stage.
Comply: X Exception: _____

Lighting shall be ETC Source Four PAR or equivalent – must be weather resistant.
Comply: X Exception: _____

Lighting system shall include up-lights for side banners and cross-lighting for top banner.
Comply: X Exception: _____

Vendor must bring all equipment needed for focusing stage lights including, if necessary, means for elevating personnel
Comply: X Exception: _____

**Video Specifications:**

Stage configuration shall include a video wall suspended from the upstage truss. Video wall shall be a minimum of 16' wide by 9' tall, with 16:9 aspect ratio.
Comply: X Exception: _____

Video wall shall be an LED display with a pixel pitch of 10mm maximum (10,000 dots/$m^2$).
Comply: X Exception: _____

Video wall must be capable of displaying bright image in direct sunlight at a brightness of 5,500 nits.

Comply: X Exception: _____

Video will be captured in standard definition via a fixed place camera to be located approximately 70 feet from stage center, and from a second mobile, wireless handheld camera. Video outputs shall match video wall aspect ratio of 16:9.
Comply: X Exception: _____

Cameramen shall be provided to operate both cameras from beginning to end of show (approximately 6:30 PM – 10:00 PM).
Comply: X Exception: _____

A technician with video switching gear shall be provided to switch video output to video wall.
Comply: X Exception: _____

Video output to screen shall be a mix of band performance (from both cameras) and audience shots (taken with roaming wireless camera).
Comply: X Exception: _____

Video wall must also be available for playing client-provided video on DVD and for graphics projection when cameras are not operating.
Comply: X Exception: _____

## Safety of Vendor Equipment and Personnel:

The Vendor shall be responsible for the security of its property and personnel. The Vendor shall provide a minimum of one uniformed security officer to ensure the protection of stage equipment, vendor's personnel, and vendor's subcontractors at all times.
Comply: X Exception: _____

## Inclement Weather Policy:

Inclement weather could delay the presentation of the event. Vendor shall provide on a separate page and submit in bid envelope its proposal for alternative presentation of event on July 5, 2016 in case of inclement weather on July 4, including any costs associated with this alternate presentation. Such rescheduling may occur after all production gear has already been erected.

For the alternate bid for an event scheduled on July 3rd, 2016, the vendor shall provide and submit in bid envelope its proposal for alternative presentation of event on July 4, 2016 in case of inclement weather.

The vendor shall provide an inclement weather policy at the time of renewal, if requested by the Town.

Comply: X Exception: _____

## Insurance:

Unless otherwise required by Special Conditions of this Invitation to Bid, if a contract is awarded, the bidder will be required to purchase and maintain during the life of the contract, Comprehensive General Liability insurance, Comprehensive Automobile Liability insurance, and Worker's Compensation insurance with limits of not less than those set forth below:

Comprehensive General Liability Insurance: Liability limits of $1,000,000 each occurrence and $2,000,000 aggregate.

Comprehensive Automobile Liability Insurance: Liability limits of $1,000,000 any 1 accident.

Worker's Compensation Insurance: Statutory coverage, including Employer's Liability coverage, with a limit of at least $1,000,000.

The bidder shall provide the Town with Certificates of Insurance evidencing the coverage's required above. Such certificates shall provide that the Town be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Bidder must provide Certificates of Insurance before commencing work in connection with the contract.

The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. Unless otherwise required by Special Conditions of this Invitation to Bid, if a contractor is awarded, the bidder will be required to purchase and maintain during the life.

Comply: X Exception: _____

**SEALED BID No. TC2015-55**
**DUE DATE: January 13, 2015**

**TOWN OF COLLIERVILLE**
GENERAL SERVICES DEPARTMENT
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TENNESSEE 38017

# SECTION IV

# BID RESPONSE FORM

**TITLE VI INFORMATION**

1. The Town of Collierville agrees to comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d, et seq.), and the Department of Transportation Implementing Regulations (49 CFR Part 21) relative to the Contract which is the subject hereof.

2. The Contractor is requested, but is not obligated, to include the following disclosure information, Voluntary Title VI and Title IX Form, with the Contractor's sealed bid.

## VOLUNTARY TITLE VI AND TITLE IX FORM

Attach form to sealed bid

For Title VI and Title IX compliance, the Contractor's voluntary disclosure of the following information is requested.

1. Number of Contractor's Employees Who Are:

   3 Male  2 Female

2. Number of Contractor's Employees Who Are:

   5 Caucasian  _____ African-American

   _____ Hispanic  _____ Other (please specify)

   _____

   _____

   _____

**EXHIBIT "B"**

**CONTRACTOR'S Bid**