



Post Office Box 9010 Addison, Texas
75001-9010
5300 Belt Line Road
(972) 450-7000 Fax: (972) 450-7043

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

AND / OR

WORK SESSION OF THE CITY COUNCIL

6:00 PM

MARCH 26, 2013

TOWN HALL

ADDISON TOWN HALL, 5300 BELT LINE, DALLAS, TX 75254

STARTING TIMES: WORK SESSION 6PM, REGULAR
MEETING 7:30PM

WORK SESSION

Item
#WS1 - Status update on Accelerated Ventures Program, and how
the program can be a catalyst for entrepreneurial
development in the Town of Addison.

Attachment(s):

1. Baylor Update
-

Item
#WS2 - Discussion and consideration of the April 16, 2013 Town
Hall presentations and format.

REGULAR MEETING

Pledge of Allegiance

Item #R1- Announcements and Acknowledgements regarding Town and Council Events and Activities

Introduction of Employees

Discussion of Events/Meetings

Item #R2- Consent Agenda.

#2a- Approval of the Minutes for the March 12, 2013 Regular Council Meeting Agenda.

#2b- Approval of a resolution that authorizes The Town of Addison to be or remain a member of a 167-member city coalition known as the Atmos Cities Steering Committee (ACSC). The resolution approves the assessment of a five cent (\$0.05) *per capita* fee to fund the activities of the Steering Committee.

#2c- Consideration of approval of an Ordinance amending the budget for the fiscal year ending September 30, 2013 in the amount of \$22,500 for the Festival Consulting Agreement with the World Affairs Council.

#2d- Consideration and approval of a bid for Portable Restroom Services (Bid No. 13-18) submitted by United Site Services in the amount of \$14,549.00 annually for a three year period beginning 2013 with the option to renew for two additional one year terms.

#2e- Consideration and approval of a bid for Miscellaneous Rentals (Bid No. 13-17) submitted by M & M The Special Event Company in the amount of \$50,783.79 annually for a three year period beginning 2013 with the option to renew for two additional one year terms.

#2f- Consideration and approval of a bid for Temporary Fence Services (Bid No. 13-14) submitted by Cain Fence Company in the amount of \$16,760.45 annually for a three year period beginning 2013 with the option to renew for two additional one year terms.

#2g- Consideration and approval of a bid for Temporary Electrical Services (Bid No. 13-13) submitted by CAT Entertainment Services in the amount of \$136,500 annually for a three year period beginning 2013 with the option to renew for two additional one year terms.

#2h- Consideration and approval of a bid for Dumpster Services (Bid No. 13-12) submitted by Moore Disposal in the amount of \$10,700 annually for a three year period beginning 2013 with the option to renew for two additional one year terms.

#2i- Consideration and approval of a bids for Stage, Sound & Lighting Services (Bid No. 13-16) submitted by Onstage Systems in the amount of \$77,050 annually for Taste Addison and Executive Lighting & Sound Productions in the amount of \$34,854 annually for Summer Series and Oktoberfest. Bids are for a three year period beginning 2013 with the option to renew for two additional one year terms.

#2j- Consideration and approval of a bid for Tent Rental

Services (Bid No. 13-19) submitted by Mike Sandone Productions in the amount of \$136,745.00 annually for a three year period beginning 2013 with the option to renew for two additional one year terms.

#2k- Consideration and approval of a bid for Trash Pick-up Services (Bid No. 13-20) submitted by ACT Event Services in the amount of \$72,637.20 annually for a three year period beginning 2013 with the option to renew for two additional one year terms.

Item #R3 Presentation of a proclamation honoring the community support of Raising Cane's restaurant.

Item #R4 Discussion and consideration of approval of appointment of a Member to the Planning and Zoning Commission.

Item #R5 Presentation, discussion, and consideration of an ordinance amending Chapter 62, Signs, of the Code of Ordinances of the Town by providing for a Meritorious Exception to Article IV. Requirements for Specific Types of Signs, Division 3. Attached Signs, Sec. 62-163. Area, Item (4) in order to provide for an additional attached sign on application from Systemware.

Attachment(s):

1. Systemware Sign Ordinance
-

Item #R6 Presentation, discussion and consideration of approval of Engineering Design and Professional Services agreement between the Town of Addison and LNV Engineering, Inc., in an amount not to exceed \$225,000 for Wastewater System Inspection and Evaluation.

Recommendation:

Staff recommends approval.

Item #R7 - Presentation, discussion and consideration of approval of the establishment of a Multi-Family Recycling Pilot Program.

Recommendation:

Staff recommends approval.

Item #R8 - Report and update by the Economic Development Department to Town Council on departmental endeavors.

Attachment(s):

1. Economic Development Semi-Annual Report
-

Item #R9 - Discussion and consideration of approval to authorize the City Manager to release the Fiscal Year 2012 Comprehensive Annual Financial Report.

Recommendation:

Staff recommends approval.

Item #R10 - Presentation of the Town of Addison's Financial and Strategic Services Department.

Attachment(s):

1. Finance Org. Chart
-

Item #ES1 - Closed (executive) session of the City Council pursuant to Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty

of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, regarding the ratio of food-to-alcohol sales for restaurants.

Item #ES2 - Closed (executive) session of the City Council pursuant to Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, regarding the Texas Open Meetings Act.

Item #ES3 - Closed (executive) session of the Addison City Council, pursuant to Section 551.072, Texas Government Code, to deliberate the lease or value of certain real property located within the Town.

Item #ES4 - Closed (executive) session of the City Council, pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

Item #ES5 - Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) regarding certain pending

litigation, to wit: *Town of Addison, Texas v. North Texas Contracting, Inc.*, Cause No. 12-6525-C, 68th Judicial District Court, Dallas County, Texas, and a settlement offer regarding the same.

Item #R11 - Discussion and consideration of any action regarding certain pending litigation, to wit: *Town of Addison v. North Texas Contracting, Inc.*, Cause No. 12-6525, 68th Judicial District Court, Dallas County, Texas, and a settlement offer regarding the same.

Item #R12 - Discussion and consideration of approval of Change Order number 7 in connection with the contract for the Park and Streetscape improvements to be known as Vitruvian Park Public Infrastructure Phase 1C.

Item #R13 - Discussion and consideration of approval of Change Order number 1.3 and Change Order number 2.3 in connection with the contract for the Spring Valley Road Widening, Public Works #2010-05 and 2010-02, Bid Number 11-02, October 2010.

Item #R14 - Consideration of any action regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or any action regarding the offer of a financial or other incentive to such business prospect or business prospects.

Item #R15 - Consideration of any action regarding certain real property located within the Town of Addison, including the lease or

value of such property and related matters.

Adjourn Meeting

Posted:

Chris Terry, 3/22/13, 5:00pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS
WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

Council Agenda Item: #WS2

AGENDA CAPTION:

Status update on Accelerated Ventures Program, and how the program can be a catalyst for entrepreneurial development in the Town of Addison.

FINANCIAL IMPACT:

Long term solution planning may require funding to sustain and provide support to the program that was not included in the current fiscal year budget for economic development.

BACKGROUND:

During the current fiscal year, the Town of Addison entered into a Memorandum of Understanding with Baylor University Hankamer School of Business's Accelerated Ventures Program (AV) to develop an innovative partnership where the Town would provide free work space for entrepreneurs graduating from the program. Space has been provided by the Town at the Finance & Economic Development Building. It was mentioned during the time that the MOU was approved by Council that a permanent home for the program would have to be decided on to house the new wave of graduates in May 2013.

This work session item will focus on the vision of entrepreneurial programs in Addison, how Accelerated Ventures will serve as a catalyst for these programs, an update on AV, and recommendations for a solution on the long term needs of the program for Council's consideration.

Supporting the program achieves multiple goals as part of the Town's strategic plan.

RECOMMENDATION:

This is a work session item. No recommendation is provided.

COUNCIL GOALS:

Create raving fans of the Addison Experience, Maintain and enhance our unique culture of creativity and innovation, Raise Property Values, Attract new businesses to Addison, Develop Next Great Idea, Promote Sustainability

ATTACHMENTS:

Description:

 [Baylor Update](#)

Type:

Backup Material



Addison!



Jumpstarting Entrepreneurial Programs in Addison

Town Council Work Session
March 26, 2013

Vision

Addison!

- Make Addison a vibrant destination for entrepreneurs within our targeted economic development sectors.
- Allow entrepreneurs to grow organically.
- Establish venue where entrepreneur leaders can grow with support from the Town.
- Cultivate and provide support to entrepreneurs in the hopes that several of them will turn into gazelles—fast growing business start ups.
- Develop new businesses that potentially become tenants in our office buildings, develop technologies that could be acquired by local businesses to become stronger, or grow our entrepreneurial eco-system.

Ingredients for Cultivating Business Start ups

Addison!

- Reduce barriers to entry or launch.
- Empower entrepreneurs to lead the start-up community.
- Mentors with long-term commitment and desire to see entrepreneurs flourish.
- Inclusivity.
- Angel and Venture Capital.
- Minimal regulatory policies for business.
- Vibrant business activity.

Evaluating Business Start Ups

Addison!

- Picking winners and losers is difficult, even for the pros:
 - VCs.
 - Angel Investors.
 - Accelerators.
 - University Entrepreneurship Programs.
- The reality is that a large percentage of start-ups fail, but entrepreneurs also learn from failing.
- Let's leave it to the pros (Baylor B-school and Baylor Angel Network) to send us the companies with the best chance of success.

Accelerated Ventures Program Overview

Addison!

- Student teams apply to program with a business idea during their junior year at Baylor.
- Four business ideas are selected by Baylor B-school and given \$5K in seed capital from Baylor Angel Network.
- Students build the company during senior year class through intensive participation in the Accelerated Ventures Program (AVP).
- Ideas are launched in first 45 days.
- Free office space in Addison for one year after graduating from AVP in Waco.

Addison!

AVP is Catalyst for Local Entrepreneur Program

- Turn-key program for increasing entrepreneurial activity in Addison.
- Entrepreneurial teams move to Addison.
- Entrepreneurs tend to cluster together.
- Addison becomes magnet for other entrepreneurs in North Texas.
- Increased concentration of entrepreneurs attracts capital:
 - First annual meeting of the Alliance of Texas Angel Networks was held in Addison March 7th.
 - North Texas Angel Network: relocating monthly meeting to Addison.
- Buzz has created quite a bit of interest from local businesses interested in getting involved to provide support.

MOU Overview

Addison!

- Support provided to AVP graduates:
 - One year of free office space.
 - Utilities provided.
 - Wi-Fi and local communications connection.
 - Reimbursement of business insurance cost.
 - Support from economic development staff/Town to grow business networks, identify ancillary support services.
 - Assist with transition out of program after one year.
 - Town's ED Department will track progress of companies even after graduation.

North Texas Incubators

Addison!

- Tech Fort Worth:
 - Non-profit.
 - Funded by companies, foundations, City of Fort Worth + UNTHSC.
 - TCU Neeley School- collaborators.
 - \$1000 for 3 month incubation.
 - \$5000 for 12 month acceleration.
- Center for Innovation, Arlington:
 - Non-profit.
 - Arlington Chamber of Commerce + UTA.
 - \$2500 annual fee + % of equity or royalty + nominal rent.



North Texas Incubators (cont.)

Addison!

- NTEC, Frisco:
 - Non-profit.
 - Public/private partnership between Frisco EDC + Hall Financial Group.
 - Focus on medical and clean technologies.
 - Cubical, office and lab space starting \$399 p/month.
 - Consulting services.
- AT&T Foundry, Plano
 - Focused on technologies that will enhance AT&T services.
 - No fee charged to companies selected.
 - AT&T takes part ownership of any new IP (intellectual property).



The logo for Addison! is written in a black, handwritten-style font.

Our Program Differs from an Incubator

- Town of Addison is not depending on staff to evaluate business plans and pick participants:
 - Baylor B-school and Baylor Angel Network.
- All startups are in need of capital and company equity is their biggest asset:
 - Reducing additional barriers to entry is crucial.
 - No office costs.
 - No equity stake taken by the Town.
 - Companies focus on strengthening their companies.
- We are not instructing or directing the companies with adopted curriculum.
 - Companies take the lead.
 - Companies define their need.

Moving Forward

Addison!

- Identify permanent space for incoming companies graduating from AVP and relocating to Addison.
- Co-locate ED offices to protect our investment and provide essential networking support to get them connected locally.
- Identify eco-system participants/stakeholders to add to the entrepreneurial cluster.
- Continue to promote the relocation to Addison to the students in AVP at Baylor.
- Create forums/events that cultivates entrepreneurial environment.

Town's Role

Addison!

- First and foremost is understanding that this is a long term commitment
- Understand our role as “feeder, not leader” of entrepreneurship community
 - Provide support rather than direction
 - Make meeting spaces available and affordable
 - Raise awareness of the entrepreneurship community through marketing and PR opportunities
 - Promote Baylor companies at our special events
- Leverage support of economic development stakeholders to grow networks:
 - Metrocrest Chamber
 - North Dallas Chamber
 - Dallas Regional Chamber
 - Addison Business Association

Future Prospects

Addison!

- Four teams graduate from the program each semester.
- Four teams of 2-3 students each have committed to relocating to Addison in May/June 2013.
 - They will be renting apartments and occupying the office space we provide them.
- Four additional teams will graduate in December 2103 and will potentially move to Addison.
- Expansion of Accelerated Ventures Program to other universities nationally.
- Town could potentially expand MOU to other national universities and attract talent from other parts of the country.
- Prospects exist for starting locally based Accelerated Venture Program for local entrepreneurs.
- Expanded relationship with Baylor University.



Addison!



Questions?

Council Agenda Item: #WS3

AGENDA CAPTION:

Discussion and consideration of the April 16, 2013 Town Hall presentations and format.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A, Create raving fans of the Addison Experience

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: # R 2a

AGENDA CAPTION:

Approval of the Minutes for the March 12, 2013 Regular Council Meeting Agenda.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

 [March 12 Minutes](#)

Type:

Backup Material

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

March 12, 2013

6:00 PM - Town Hall

Addison Town Hall, 5300 Belt Line, Dallas, TX 75254 Starting Times:

Work Session 6PM, Regular Meeting 7:30PM

Upstairs Conference Room

Council Members Present:

Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore

Absent:

Resnik

Work Session

Item #WS1 - Presentation and discussion of Single Audit Report including management comments from the Town's independent auditors, Weaver, LLP., and the Fiscal Year 2012 Comprehensive Annual Financial Report.

Item #WS2 - Presentation and discussion of the Town of Addison Website Redesign Project.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL REGULAR MEETING

March 12, 2013

6:00 PM - Town Hall

Addison Town Hall, 5300 Belt Line, Dallas, TX 75254 Starting Times:

Work Session 6PM, Regular Meeting 7:30PM

Chris Terry, 03/08/13, 5:00pm

Council Members Present:

Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore

Absent: Resnik

REGULAR MEETING

Item #R1 - Announcements and Acknowledgements regarding Town and Council Events and Activities

Item #R2 - Consent Agenda

#2a - Approval of Minutes for the February 26, 2013 Regular Council Meeting.

A motion to Approve was made by Council Member Blake Clemens.

The motion was seconded by Council Member Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore

Voting Nay: None

Absent: Resnik

#2b - Consideration of approval of an Ordinance declaring an unopposed candidate for election to the office of Mayor and unopposed candidates for election to the office of Council member in the May 11, 2013 election to be elected to office, canceling the May 11, 2013 election, and providing for other matters relating thereto. (Consideracin de aprobacion una ordenanza que declara a los candidatos sin oposicion para la eleccion de la oficina de alcalde y de la oficina de miembro del Consejo en la eleccion del 11 de mayo de 2013, son declarados elegidos a la oficina, cancelando la eleccion del 11 de mayo de 2013 y proporcionando para otras cuestiones relativas a los mismos).

Item was pulled by Mayor Meier for comment.

A motion to Approve was made by Mayor Todd Meier.

The motion was seconded by Council Member Chris DeFrancisco.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore

Voting Nay: None

Absent: Resnik

#2c - Approval of the Vivanti/Matchbox Agency of Record contract for strategic marketing and advertising professional services for Addison Special Events, Economic Development, and other marketing services as requested on a project by project basis.

A motion to Approve was made by Council Member Blake Clemens.

The motion was seconded by Council Member Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore

Voting Nay: None

Absent: Resnik

#2d - Consideration and approval of a unit cost annual contract with American Landscape Systems not to exceed \$125,000, for supplying and planting shrubbery, native grasses, ground cover, turf sod and perennial plants for parks department landscape refurbishment projects throughout the Town's parks, municipal buildings, streetscapes and trail green belts.

A motion to Approve was made by Council Member Blake Clemens. The motion was seconded by Council Member Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore

Voting Nay: None

Absent: Resnik

Item #R3 - Discussion and consideration of approval of a naming opportunity for the Arapaho Road Bridge.

A motion was made by Council Member Clemens to approve this item, allowing for the Arapaho Road Bridge to be named after Mayor Scott Wheeler.

A motion to Approve was made by Mayor Todd Meier.

The motion was seconded by Council Member Blake Clemens.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore

Voting Nay: None

Absent: Resnik

Item #R4 - Presentation, discussion and consideration of approval of a contract with Tiburon Inc. to provide a hosted SaaS (Software as a Service) solution called "DispatchNow" in a secure Cloud Computing environment to replace the existing Computer Aided Dispatch (CAD) system and PRMS (Police Reporting System), and of approval of an Ordinance amending the budget for the fiscal year ending September 30, 2013 to accommodate initial payment of the same.

Hamid Khaleghipour, Director of Information Technology, presented this item. Larry Helms, Vice President of Sales for Tiburon, Inc. also spoke on this item.

A motion to Approve was made by Council Member Bruce Arfsten.

The motion was seconded by Council Member Janelle Moore.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore

Voting Nay: None

Absent: Resnik

Item #R5 - Presentation, discussion and consideration of approval of a contract with J. Stowe & Co.'s for providing professional services for the Town's utility rate study.

Eric Cannon, Chief Financial Officer, presented this item. Chris Ekzut, Director of Environmental Practice, J. W. Stowe & Co. also spoke on this item.

A motion to Approve was made by Council Member Chris

DeFrancisco.

The motion was seconded by Council Member Blake Clemens.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore

Voting Nay: None

Absent: Resnik

Item #R6 - Presentation, discussion and consideration of an ordinance amending Chapter 62, Signs, of the Code of Ordinances of the Town by providing for a Meritorious Exception to Article IV. Requirements for Specific Types of Signs, Division 4. Detached Signs, Sec. 62-186. Monument signs at 5220 Belt Line Rd. in order to provide for a single tenant monument sign that is 8 feet above the sidewalk grade on Belt

Line Rd. and 10 feet in height above the adjacent parking lot grade on application from The Original Pancake House.

Lynn Chandler, Building Official/Code Enforcement, presented this item. Shinpei Kuo, Director of Development Services, GHA Architecture, also spoke on this item. Mark Bailey, Owner of Original Pancake House, also spoke on this item. Mayor Meier made a motion to approve subject to the Owner/Original Pancake House providing a year-round professional landscaping of the bottom of the new signage, not exact, but similar in quality as it appeared on the proposed renderings. Mr. Bailey verbally agreed with, and to, Council's request.

A motion to Approve w/ Conditions was made by Council Member Chris DeFrancisco.

The motion was seconded by Council Member Blake Clemens.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore

Voting Nay: None

Absent: Resnik

Item #R7 - Presentation, discussion, and consideration of approval of amendment number 5 to the Program/Project Management Professional Services agreement between the Town of Addison and R.H. Shackelford, Inc. in the amount not to exceed \$357,425.

Lisa Pyles, Director of Infrastructure Operations and Services, presented this item. Jerry Shoemaker, President, RH Shackelford, Inc. also spoke on this item.

A motion to Approve was made by Council Member Blake Clemens.

The motion was seconded by Council Member Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore

Voting Nay: None

Absent: Resnik

Item #R8 - Presentation and discussion of the Department of Financial & Strategic Services Quarterly Financial Review of the Town for the quarter and year-to-date ended December 31, 2012.

Eric Cannon, Chief Financial Officer, Lea Dunn, Deputy City Manager, Dannette Robberson, Assistant to the City Manager, and Bob Phillips, Director of Visitor Services, all spoke on this item.

There was no action taken.

Item #R9 - Presentation, discussion, and consideration of approval of an Art Donation Policy.

This item was pulled to be the first item for discussion by Mayor Meier. Matt McCombs, Assistant to the City Manager, spoke on this item. Mary Jo Cater, President, and Jay Ihrig, Vice President of Projects, both of the Addison Arbor Foundation, spoke on this item.

A motion to Approve was made by Council Member Chris DeFrancisco.

The motion was seconded by Council Member Margie Gunther.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore

Voting Nay: None

Absent: Resnik

Item #R10 - Discussion of the annual City Council photo.

Council Member Arfsten made a motion to for Council to not take the 2013 City Council photo since there would be no election and thus no new Council members.

A motion to Approve was made by Council Member Bruce Arfsten.

The motion was seconded by Council Member Margie Gunther.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore
Voting Nay: None

Absent: Resnik

Item #ES1 - Closed (Executive) session of the Addison City Council pursuant to Section 551.074, Texas Government Code, to deliberate the evaluation of the City Manager.

Council entered Executive Session at 9:11pm.

Council closed Executive Session at 9:22pm

There was no action taken.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

Council Agenda Item: # R 2b

AGENDA CAPTION:

Approval of a resolution that authorizes The Town of Addison to be or remain a member of a 167-member city coalition known as the Atmos Cities Steering Committee (ACSC). The resolution approves the assessment of a five cent (\$0.05) *per capita* fee to fund the activities of the Steering Committee.

FINANCIAL IMPACT:

The assessment for 2013 is a per capita fee of \$0.05. Total population 13,056 at \$0.05 per capita is \$652.80. Invoice attached.

BACKGROUND:

ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of the residential and small commercial customers within the cities. Cities are the only consumer advocates that work to keep natural gas rates reasonable. The work undertaken by ACSC has saved ratepayers millions of dollars in unreasonable charges. The past year, in particular, has been an active one for ACSC.

From 2008-2011, Atmos Mid-Tex made Rate Review Mechanism ("RRM") filings, seeking to increase rates in the cities. However, negotiations between Atmos Mid-Tex and ACSC to perpetuate the RRM program for a fifth year were unsuccessful. On January 31, 2012, Atmos Mid-Tex filed its statement of intent to increase rates by approximately \$49 million or 11.94%. Other than amounts that the Company voluntarily agreed to reduce following the filing of ACSC testimony, the Railroad Commission awarded the Company almost the entire amount of its requested increase, despite arguments and evidence presented by ACSC that the Company was currently overearning and, in fact, deserved a rate decrease. Efforts will be initiated in the near future to test whether a new form of RRM is possible after the exceedingly favorable treatment afforded Atmos by the Railroad Commission. This year at the Legislature promises to be a busy one. The Railroad Commission of Texas is currently under Sunset Commission review and ACSC is prepared to effectively advocate on behalf of its members. Bills have been filed that would deprive cities of original jurisdiction over

rates and services, effectively precluding future implementation of an RRM-type process and denying reimbursement of reasonable rate case expenses associated with city regulatory efforts. Additionally, the Atmos-Pipeline rate case appeal continues to work its way up the courts and is currently docketed in the Third Court of Appeals. ACSC will continue to advocate for the interests of ACSC members in that proceeding, as well as at the Legislature.

In order to continue to be an effective voice at the Railroad Commission, at the Legislature, and in the courts, ACSC must have your support. Please take action to pay the membership assessment as soon as possible. Payment of the membership assessment fee shall be deemed to be agreement with the terms of the ACSC participation agreement.

RECOMMENDATION:

Staff recommends approval

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

 [2013 Assessment Resolution](#)

 [Town of Addison - Invoice](#)

Type:

Resolution Letter

Backup Material

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

WHEREAS, the City of _____ is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____, TEXAS:

I.

That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of _____ and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

II.

The City is further authorized to pay its 2013 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

III.

A copy of this Resolution and approved assessment fee payable to "*Atmos Cities Steering Committee*" shall be sent to:

Mary Bunkley
Treasurer, Atmos Cities Steering Committee
c/o Arlington City Attorney's Office, Mail Stop 63-0300
P.O. Box 90231
Arlington, Texas 76004-3231

PRESENTED AND PASSED on this the _____ day of _____, 2013, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of _____, Texas.

Signature
Mayor

ATTEST:

Signature
City Secretary

APPROVED AS TO FORM:
City Attorney

BY _____

Atmos Cities Steering Committee
c/o Jay Doegey, City Attorney
101 S. Mesquite, 3rd Floor
Arlington, TX 76010

Invoice

Date	Invoice #
03/01/2013	13-02

Bill To
City of Addison

Item	Rate	Population (2010 Census)	Amount
2013 Assessment	0.05	13,056	652.80
Total			\$652.80

Please make check payable to: Atmos Cities Steering Committee. Mail to ACSC, c/o Jay Doegey, City Attorney, 101 S. Mesquite, 3rd Floor
Arlington, TX 76010

Council Agenda Item: # R 2c

AGENDA CAPTION:

Consideration of approval of an Ordinance amending the budget for the fiscal year ending September 30, 2013 in the amount of \$22,500 for the Festival Consulting Agreement with the World Affairs Council.

FINANCIAL IMPACT:

Payment of the \$50,000 consulting fee is payable over two fiscal years (FY13-\$37,500 and FY14-\$12,500). Partial funds are available in the FY13 budget; however, a mid-year budget amendment in the amount \$22,500 is required to meet the contract financial obligations. Account code: 11-615-56990-00917.

BACKGROUND:

The Festival Consulting Agreement with the World Affairs Council was approved by the City Council on February 26, 2013 (Item #R4) subject to the final review and approval of the City Attorney and City Manager.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Create raving fans of the Addison Experience, Maintain and enhance our unique culture of creativity and innovation, Fully integrate the Arts as part of our brand

ATTACHMENTS:

Description:

- 📎 [Exhibit A - WAC Contract](#)
- 📎 [Exhibit B - Full WAC Contract](#)
- 📎 [WAC Budget Amendment 2013](#)

Type:

Backup Material
Backup Material
Backup Material



EXHIBIT "A"

Financial Obligations



\$50,000 payable as follows:

	FY 13		FY 14
March 1, 2013	\$12,500	January 31, 2014	\$12,500
June 1, 2013	\$12,500		
September 1, 2013	\$12,500		

Budget Impact

- \$15,000 increase due to more involvement of Jim Falk, WAC President & CEO, and Beth Huddleston, EVP and Dallas Chief of Protocol.
- **FY 13:**
 - We are hosting two events in FY 13:
 - WorldFest festival held October 2012
 - WorldFest Spotlight: China
 - Payments to WAC totaling \$37,500 partially offset by existing funds allocated for WAC contract; however, a \$22,500 mid-year budget amendment is required.
- **FY 14:**
 - Payment of \$12,500 requires pre-authorization of funds.
 - Expenditures will decrease significantly; however, budget will be determined once program elements are finalized.
 - Addison primarily responsible for WAC fee, venue fees and marketing.

EXHIBIT “B”

STATE OF TEXAS §
 § FESTIVAL CONSULTING AGREEMENT
COUNTY OF DALLAS §

This Festival Consulting Agreement (“Agreement”) is entered into by and between the Town of Addison, Texas (the “City” or “Addison”) and World Affairs Council of Dallas / Fort Worth (“World Affairs Council”) (the City and World Affairs Council are sometimes referred to herein together as the “parties” and individually as a “party”).

Recitals:

1. The City desires to conduct an international festival known as the “WorldFest: Spotlight China” (sometimes referred to herein as “WorldFest” and the “Festival”) at various times throughout the 2013 calendar year at various locations throughout Addison and the DFW Metroplex. Among other things, WorldFest: Spotlight China provides an opportunity to attract tourists to the City and educate the public on the many cultures that make up the North Texas region.
2. World Affairs Council is a non-profit corporation established under the laws of the State of Texas with a mission to promote international awareness, understanding and connections through its multifaceted programs. The Council works to enhance the region’s global stature and to prepare North Texans to thrive in our complex world.
3. Addison desires to retain the services of World Affairs Council, and World Affairs Council desires to provide its services to Addison, to facilitate the production of WorldFest: Spotlight China, as set forth herein.

NOW, THEREFORE, for and consideration of the above and foregoing premises, the mutual covenants and obligations set forth herein, and other good and valuable consideration, the Town of Addison, Texas and World Affairs Council do contract and agree as follows:

1. **Term.** This Agreement shall be effective on February 27, 2013 (the “Effective Date”) and shall remain in effect through December 31, 2013 (the “Expiration Date”), subject, however, to the termination provisions of this Agreement.
2. **Services.** In connection with the 2013 WorldFest: Spotlight China, World Affairs Council will provide to the City the following non-exclusive services (“Services”):
 - A. Festival programming consulting including but not limited to the following activities:
 - **Participant Identification and Solicitation** – assist with recruitment of the 2013 spotlight country for WorldFest; will work to identify and recruit countries to spotlight for future WorldFests;

- **“Micro-Event” Development** – work with Addison staff to develop, coordinate and administer series of entertainment events(e.g. performances, art galleries, films, etc.), educational programs and business forums at various locations and times in the Addison and North Texas area; work with the year’s participant to recruit speakers for programs; provide staff to help manage the “micro-events” and forums;
- **Steering Committee Solicitation** – use World Affairs Council contacts (e.g., current and former Board of Directors, North Texas community leaders, international leaders in the regional community) to build a Steering Committee for WorldFest; work with the Steering Committee to develop and promote the “micro-events” of WorldFest and recruit new participants for future WorldFests;
- **Volunteer Solicitation** – assist Addison staff with securing and supervision of volunteers to help with various elements of the “micro-events” of WorldFest;
- **Marketing, Public Relations, and Sponsorship Support** –
 - work with Addison Staff and their third-party advertising consultant, if any, as determined by Addison, to develop marketing materials to promote WorldFest and its “micro-events,” including but not limited to the following materials: print advertising, radio advertising, electronic advertising, posters, fliers, brochures, and other collateral. Also assist with identifying distribution outlets for these materials;
 - work with Addison Staff and their third-party public relations consultant, if any, as determined by Addison for the purpose of providing advice and recommendations regarding publicity materials to promote WorldFest and its “micro-events,” including but not limited to the following materials: press releases, newsletters, calendar advisories;
 - work with Addison Staff and their third-party sponsorship consultant, if any, as determined by Addison, for the purpose of providing advice and recommendations regarding sponsorship materials to be used to secure cash and in-kind services for WorldFest from third-party sponsors (“Third Party Sponsors” and sponsorships from Third-Party Sponsors being “Third Party Sponsorships”). Also assist with identifying potential Third-Party Sponsors; and
 - use World Affairs Council resources (e.g., marketing materials, website, e-newsletters, trade, and other resources) to cross-promote the “micro-events” of WorldFest;
- **Cross Cultural Guidance** – introduce Addison Staff to members of the diplomatic community such as the Consuls General, community Chambers of Commerce, community organizations and others plus provide advice about international protocol;
- **Festival Endorsement** – World Affairs Council shall publicly endorse WorldFest and its “micro-events” by, among other things, including a reference to WorldFest prominently on the World Affairs Council website (www.dfworld.org).
- **Performance Reports** – World Affairs Council shall provide to the City, not later than the 25th day following the end of each calendar year quarter (or portion thereof, as applicable) while this Agreement is in effect, a report (“Performance Report”) regarding the work and activities of World Affairs Council for the calendar year quarter immediately prior to the date the report is provided, including, without limitation, (i) all

marketing activities of World Affairs Council, (ii) a report on expenses and the payment thereof (e.g., payments to performers, other third parties, and proof of such payment), (iii) a report regarding the activities of World Affairs Council as to all other of the above and foregoing Services. Each such report shall be in form and content satisfactory to the City, and World Affairs Council shall provide supporting information for its report, including any supporting information as the City may reasonably request. Upon the expiration or earlier termination of this Agreement, World Affairs Council shall provide such report to the City not later than the 25th day following the Expiration Date or the date of termination, as applicable, and the obligation to provide such report shall survive the expiration or earlier termination of this Agreement.

- B. Educational programming not related to 2013 WorldFest: Spotlight China to be hosted at Visit Addison located at 5100 Belt Line Road, Suite 400 a minimum of three times during the 2013 calendar year.
- C. In connection with the Services, World Affairs Council warrants and represents to the City that:
- 1) World Affairs Council has the skills, qualifications, expertise, experience and financial capability necessary to perform the Services with a high degree of quality and responsiveness;
 - 2) The Services and work will be provided in a professional and timely manner, consistent with the commercially accepted best practices and standards;
 - 3) The Services shall comply with all applicable federal, state or local statutes, ordinances, laws, rules, standards, codes and regulations;
 - 4) World Affairs Council: (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; and, (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of World Affairs Council; and
 - 5) The execution and delivery of this Agreement by World Affairs Council does not: (i) conflict with, or result in any violation or breach of, any provision of the World Affairs Council's charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which World Affairs Council is a party; or (iii) materially conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to World Affairs Council.

C. All Services shall be provided by World Affairs Council in cooperation and coordination with the City Staff, and in particular with the Addison Director of Special Events (the “Director”). Any and all promotional or other materials regarding the Festival which are to be prepared, given or delivered by World Affairs Council shall be first presented to the Director for the Director’s review and approval prior to the public dissemination of any such materials. Standardized language agreed upon by both parties prior to any public dissemination thereof may, after such agreement, be disseminated in World Affairs Council materials without prior review of those materials. Prior to solicitation of any entertainers, activities and other vendors, World Affairs Council shall use its reasonable efforts to first obtain the pre-approval of the Director regarding such solicitation; however, the parties hereto recognize that World Affairs Council may not be able in all instances to obtain the pre-approval of the Director prior to a solicitation, and in such event World Affairs shall nevertheless, in conducting any solicitation, abide by and comply with such communication standards as the Director shall establish. The Services shall be provided by World Affairs Council in a professional manner. In identifying, selecting, and recommending entertainers, activities, and vendors pursuant to this Agreement, and in performing all of its Services hereunder, World Affairs Council understands and recognizes that the Festival is for entertainment purposes only, is a family oriented and family-friendly, is not a religious or political event (and is not an event that promotes or suggests any religious or political agenda), and World Affairs Council will perform its Services hereunder in accordance therewith.

3. **Compensation.** For the Services provided by World Affairs Council in accordance with the terms and conditions of this Agreement and subject to the termination provisions of this Agreement, the City will pay World Affairs Council a fee as follows:

The City will pay World Affairs Council Fifty Thousand and No/100 Dollars (\$50,000.00), to be paid in four installments as follows: (1) the first installment (“first installment”) of \$12,500.00 shall be paid by March 1, 2013, (2) the second installment (the “second installment”) of \$12,500.00 shall be paid by June 1, 2013, (3) the third installment (the “third installment”) of \$12,500 shall be paid by September 1, 2013, and (4) the fourth installment (the “fourth installment”) shall be paid upon (i) the completion of the Festival, and (ii) the satisfactory performance as reasonably determined by the City of all of the Services by World Affairs Council, including, without limitation, the timely receipt by the City of the December Performance Report and all performance reports to be provided prior thereto, in form and content reasonably acceptable to the City (upon the satisfaction of the said (i) and (ii), payment of the fourth installment shall be by no later than December 31, 2013).

4. **Termination.**

A. *Without cause.* Either party may terminate this Agreement at any time by giving to the other party at least 30 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination or upon the expiration of this Agreement, all finished or unfinished data, studies, reports

and other materials and items (whether kept electronically, in writing, or otherwise) prepared by World Affairs Council shall be and become the property of the City and World Affairs Council shall promptly deliver such items to the City.

B. *With cause.*

- (i) If (a) World Affairs Council fails to perform any of World Affairs Council's duties or responsibilities as reasonably determined by the City, or (b) if World Affairs Council fails to fulfill in a timely and professional manner World Affairs Council's obligations under this Agreement, or (c) if World Affairs Council shall violate any of the terms or provisions of this Agreement (the said (a), (b) and (c) being referred to together in this paragraph as a "Failure"), or (d) if World Affairs Council, World Affairs Council's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the City, as determined reasonably but solely by the City, then City shall have the right to terminate this Agreement effective immediately upon the City giving notice thereof, either oral or in writing, to World Affairs Council.
- (ii) Notwithstanding the foregoing subparagraph B.(i), with respect to a Failure, such right of termination shall not be exercised by the City unless and until a Failure remains uncured by World Affairs Council for a reasonable period of time (as determined by the City) after notice thereof (which notice shall specifically identify the Failure) from the City is received by World Affairs Council.
- (iii) If the City's termination of World Affairs Council for cause is defective for any reason, including but not limited to the City's reliance on erroneous facts concerning World Affairs Council's performance, or any defect in notice thereof, the City's maximum liability shall not exceed the amount payable to World Affairs Council under Section 3 above.

C. In the event of termination or upon the expiration of this Agreement, all finished or unfinished data, studies, reports and other items (whether kept electronically, in writing, or otherwise) prepared by World Affairs Council shall be and become the property of the City and World Affairs Council shall promptly deliver such items to the City.

D. If this Agreement is terminated in **March, 2013**, World Affairs Council shall promptly reimburse the amount of the first installment to the City. If this Agreement is terminated: (i) in **April, 2013**, World Affairs Council shall promptly reimburse to the City the sum of \$6,250.00; (ii) in **May, 2013**, World Affairs Council shall promptly reimburse to the City the sum of \$3,125.00. If this Agreement is terminated in **June, 2013**, World Affairs Council shall promptly reimburse the amount of the second installment to the City. If this Agreement is terminated: (iv) in **July, 2013**, World Affairs Council shall promptly reimburse to the City the sum of \$6,250.00; (v) in **August, 2013**, World Affairs Council shall promptly reimburse to the City the sum of \$3,125.00. If this Agreement is terminated in **September, 2013**, World Affairs Council shall promptly reimburse the amount of the third installment to the City. If this

Agreement is terminated: (vi) in **October, 2013**, World Affairs Council shall promptly reimburse to the City the sum of \$6,250.00; (ii) in **November, 2013**, World Affairs Council shall promptly reimburse to the City the sum of \$3,125.00; Following such termination, World Affairs Council shall be entitled to no further payment or compensation hereunder. The reimbursement obligation set forth herein shall survive the termination of this Agreement.

If this Agreement is terminated after the payment of the fourth installment on December 1, 2013, World Affairs Council shall be entitled to payment of a ratable portion of the third installment for Services properly performed hereunder, as reasonably determined by the City.

5. **Relationship of Parties.** World Affairs Council is and shall be during the entire term of the Agreement an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the professional manner in which World Affairs Council performs the Services which are the subject matter of the Agreement; provided always however that the Services to be provided by World Affairs Council shall be provided in a manner consistent with all applicable standards, regulations, and laws governing such Services.

6. **Insurance.** At all times in connection with this Agreement, World Affairs Council shall purchase and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

a.	Commercial General Liability:	\$1,000,000.00
b.	General Aggregate	\$1,000,000.00
c.	Product/Completed Operations Aggregate	\$1,000,000.00
d.	Personal & Adv. Injury	\$1,000,000.00
e.	Per Occurrence	\$1,000,000.00
f.	Medical Coverage	\$ 5,000.00 (any one person)
g.	Liquor Liability Endorsement	\$1,000,000.00 (if selling beer and/or wine)
h.	Fire Liability (any one fire)	\$ 50,000.00
i.	Statutory Limits of Workers Compensation Insurance	

All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, (ii) name the Town of Addison as an additional insured and contain a waiver of the subrogation endorsement in favor of the Town of Addison, (iii) endorsed to read as primary coverage regardless of the application of other insurance, (iv) contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison, and (v) include coverage for the period of time including the Festival days as well as set-up days (usually one day before and one day after the event). Certified copies of all such policies shall be delivered to Addison upon the execution of this Agreement, but in any event no later than two weeks prior to the event; provided, however, that Addison, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of

certificates of insurance (listing each insurance coverage described and required herein) together with the declaration page of such policies, along with a copy of the endorsements necessary to meet the requirements and instructions contained herein, including, without limitation, the endorsement naming the Town of Addison as an additional insured, and shall specifically set forth the notice of cancellation and termination provisions to the Town of Addison. Each such policy shall provide that it shall not be canceled without at least 30-days written notice thereof being given to the Town of Addison. Coverage for Products/ Completed Operations must be maintained at least two (2) years after this Agreement is terminated in its entirety, including any renewal thereof or extensions thereto.

The City agrees to pay one-half of the premium cost of such insurance, up to but not exceeding \$2,000.00 for all such insurance.

7. **Records.** World Affairs Council shall keep complete and accurate records for the Services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to City upon request. World Affairs Council shall assure the confidentiality of any records that are required by law to be so maintained. World Affairs Council shall prepare and forward such additional or supplementary records as City may reasonably request.
8. **Notice.** For purposes of this Agreement, if written notice or other communication is given, such notice or other communication shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; seventy-two (72) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. Addresses for notice are as follows:

To the City:
Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254-7606
Attn: Chris Terry

To World Affairs Council:
World Affairs Council
325 N. St. Paul Street, Suite 4200
Dallas, TX 75201
Attn: Jim Falk

The addresses and addressees for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

9. **Reports Confidential.** No reports, information (either in writing or oral), documents, or other materials given to or prepared by World Affairs Council under this Agreement which the City requests in writing to be kept confidential, shall be made available to any

individual or organization by World Affairs Council without the prior written approval of the City.

10. **Authority to Execute.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.
11. **Ownership of Reports.** The reports, documents and materials prepared by World Affairs Council under or pursuant to this Agreement shall be the sole property of the City.
12. **Assignment.** Inasmuch as this Agreement is intended to secure the specialized services of World Affairs Council, World Affairs Council has no authority or power to and may not assign, transfer, delegate, subcontract or otherwise convey any interest herein without the prior written consent of the City, and any such assignment, transfer, delegation, subcontract or other conveyance without the City's prior written consent shall be considered null and void *ab initio*.
13. **Rights and Remedies Cumulative; Non-Waiver.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement for any reason whatsoever, including with respect to any such right, power or option or to such compliance or to any other or subsequent default or breach hereof, nor a waiver by either party of its rights at any time to exercise any such right, power or option or to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.
14. **Applicable Law; Venue.** In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.
15. **Enforceability.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
16. **Force Majeure.** In the event either the City or World Affairs Council shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies,

failure of power, governmental authority, riots, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice to the other party, and thereupon performance of such act shall be excused for such period of delay.

17. **No Third-Party Beneficiaries.** This Agreement and all of its terms and provisions are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
18. **Incorporation of Recitals.** The above and foregoing Recitals to this Contract are true and correct and are incorporated herein and made a part hereof for all purposes.
19. **Construction of Certain Terms.** Section and subsection headings herein are for convenience only and shall not be used in interpretation of this Agreement. The words “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.
20. **Severability.** The sections, paragraphs, sentences, phrases, words, and all other provisions of this Agreement are severable, and if any part of this Agreement is determined by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect. In lieu of any such illegal, unlawful, unconstitutional, or void provision, the parties agree to seek to negotiate to add to this Agreement another provision that would be permitted that is as close to the intent of the original provision as possible.
21. **Entire Agreement and Modification.** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

SIGNED by each of the respective parties on the date set forth below.

TOWN OF ADDISON, TEXAS

**WORLD AFFAIRS COUNCIL OF
DALLAS FORT WORTH**

By: _____
Chris Terry, Assistant City Manager

By: _____
James N. Falk, President and CEO

Date: _____

Date: _____

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2013; PROVIDING THAT EXPENDITURES SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET AS AMENDED; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas (the “City”) adopted a budget for the City for the fiscal year beginning October 1, 2012 and ending September 30, 2013 as set forth in Ordinance No. _____ of the City; and

WHEREAS, Section 5.08 of the City Charter provides that the budget may be amended or changed, under conditions which may arise and which could not reasonably have been foreseen in the normal process of planning the budget, to provide for any additional expense in which the general welfare of the citizenry is involved, that such amendments shall be by Ordinance, and that they shall become an attachment to the original budget; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the City Council to make changes in the adopted budget for municipal purposes, and the changes to the budget made herein are for municipal purposes; and

WHEREAS, the amendments and changes to the City’s 2012-2013 budget made herein are as a result of conditions that have arisen and could not reasonably have been foreseen in the normal process of planning the budget, provide for additional expenses in which the general welfare of the citizenry is involved, and the City Council finds that the amendments provided for herein are of a serious public necessity and an urgent need for the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. In accordance with Section 5.08 of the City Charter, Ordinance No. _____ of the Town of Addison, Texas (the “City”), adopting the 2012-2013 annual budget, is hereby amended to appropriate \$22,500.00 for budget expenditures in the particulars stated in Exhibits A and B attached hereto and made a part of this Ordinance.

Section 2. The above and foregoing recitals are true and correct and are incorporated herein and made a part of this Ordinance.

Section 3. This Ordinance shall take effect upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the ____ day of _____, 2013.

Todd Meier, Mayor

OFFICE OF THE CITY SECRETARY

ORDINANCE NO. _____

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

Council Agenda Item: # R 2d

AGENDA CAPTION:

Consideration and approval of a bid for Portable Restroom Services (Bid No. 13-18) submitted by United Site Services in the amount of \$14,549.00 annually for a three year period beginning 2013 with the option to renew for two additional one year terms.

FINANCIAL IMPACT:

The proposed bid amount of \$14,549.00 is \$1,205.33 less than 2012 and is allocated within the FY13 budget. The following provides a brief overview of the bids and the attached document provides further detail.

BACKGROUND:

The bid was sent to 7 companies and was advertised for two weeks in The Dallas Morning News and on Bid Sync. Two bids were received. Bidders submitted a bid for a total quantity of portable restroom services for all special events. United Site Services has successfully provided portable restrooms for previous Addison special events. While the bid pricing is effective for three years with the option to renew for two additional one year terms, the Town may cancel the agreement without cause at anytime.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

📎 [2013 Portable Restrooms Contract](#)

Type:

Backup Material

**Bid Tabulation Packet
for
Solicitation 13-18**

Rental of Portable Toilets and Sinks

Bid designation: Public

A handwritten logo in black ink that reads "Addison!". The word is written in a cursive, slanted style with a small registered trademark symbol (®) at the end.

Town of Addison

Bid #13-18 - Rental of Portable Toilets and Sinks

Creation Date **Feb 13, 2013**

End Date **Mar 5, 2013 10:00:00 AM CST**

Start Date **Feb 18, 2013 8:29:41 AM CST**

Awarded Date **Not Yet Awarded**

13-18--01-01 TASTE ADDISON: Portable Toilets					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MOORE DISPOSAL INC [Ad]	First Offer - \$42.50	104 / each	\$4,420.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
United Site Services [Ad]	First Offer - \$45.00	104 / each	\$4,680.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Product line sheets attached			

13-18--01-02 TASTE ADDISON: Handicap toilets					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MOORE DISPOSAL INC [Ad]	First Offer - \$65.00	2 / each	\$130.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
United Site Services [Ad]	First Offer - \$65.00	2 / each	\$130.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-18--01-03 TASTE ADDISON: Hand Sanitizer Stations					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MOORE DISPOSAL INC [Ad]	First Offer - \$75.00	4 / each	\$300.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
United Site Services [Ad]	First Offer - \$75.00	4 / each	\$300.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-18--01-04 TASTE ADDISON: Cost per scheduled dump					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
United Site Services [Ad]	First Offer - \$97.00	4 / each	\$388.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
MOORE DISPOSAL INC [Ad]	First Offer - \$1,060.00	4 / each	\$4,240.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-18--02-01 KABOON TOWN!: Portable Toilets					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MOORE DISPOSAL INC [Ad]	First Offer - \$42.50	69 / each	\$2,932.50		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
United Site Services [Ad]	First Offer - \$45.00	69 / each	\$3,105.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-18--02-02 KABOON TOWN!: Handicap Toilets					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MOORE DISPOSAL INC [Ad]	First Offer - \$65.00	4 / each	\$260.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

<u>United Site Services [Ad]</u>	First Offer - \$65.00	4 / each	\$260.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-18--02-03 KABOON TOWN!: Hand Sanitizer Stations					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>MOORE DISPOSAL INC [Ad]</u>	First Offer - \$75.00	4 / each	\$300.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>United Site Services [Ad]</u>	First Offer - \$75.00	4 / each	\$300.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-18--02-04 KABOON TOWN!: Cost per scheduled dump					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>United Site Services [Ad]</u>	First Offer - \$97.00	4 / each	\$388.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>MOORE DISPOSAL INC [Ad]</u>	First Offer - \$730.00	4 / each	\$2,920.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-18--03-01 OKTOBERFEST: Portable Toilets					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>MOORE DISPOSAL INC [Ad]</u>	First Offer - \$42.50	90 / each	\$3,825.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>United Site Services [Ad]</u>	First Offer - \$45.00	90 / each	\$4,050.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-18--03-02 OKTOBERFEST: Handicap Toilets					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>MOORE DISPOSAL INC [Ad]</u>	First Offer - \$65.00	4 / each	\$260.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>United Site Services [Ad]</u>	First Offer - \$65.00	4 / each	\$260.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-18--03-03 OKTOBERFEST: Hand Sanitizer Stations					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>MOORE DISPOSAL INC [Ad]</u>	First Offer - \$75.00	4 / each	\$300.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>United Site Services [Ad]</u>	First Offer - \$75.00	4 / each	\$300.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-18--03-04 OKTOBERFEST: Cost per scheduled dump					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>United Site Services [Ad]</u>	First Offer - \$97.00	4 / each	\$388.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>MOORE DISPOSAL INC [Ad]</u>	First Offer - \$940.00	4 / each	\$3,760.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Supplier Totals

United Site Services [Ad]		\$14,549.00 (12/12 items)
Bid Contact	kathy delorie <u>kathy.delorie@unitedsiteservices.com</u> Ph 508-594-2550	Address 200 Friberg Parkway Suite 4000 Westborough, MA 01581
Agency Notes:	Supplier Notes:	
MOORE DISPOSAL INC [Ad]		\$23,647.50 (12/12 items)
Bid Contact	STEVE MOORE <u>cschiff@mooredisposal.com</u> Ph 214-357-4355	Address 2128 HAWES DALLAS, TX 75235
Bid Notes	"Cost per scheduled dump" I am assuming that this line Item referres to pumping all portable toilets 4 times during the events. If this is in fact the case the price is as stated. If the amount of scheduled dumps changes the cost is \$10 per unit per dump.	
Agency Notes:	Supplier Notes: "Cost per scheduled dump" I am assuming that this line Item referres to pumping all portable toilets 4 times during the events. If this is in fact the case the price is as stated. If the amount of scheduled dumps changes the cost is \$10 per unit per dump.	

**

United Site Services

Bid Contact **kathy delorie**
kathy.delorie@unitedsiteservices.com
Ph 508-594-2550

Address **200 Friberg Parkway**
Suite 4000
Westborough, MA 01581

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
13-18--01-01	TASTE ADDISON: Portable Toilets	Supplier Product Code: Supplier Notes: Product line sheets attached	First Offer - \$45.00	104 / each	\$4,680.00	Y	Y
13-18--01-02	TASTE ADDISON: Handicap toilets	Supplier Product Code:	First Offer - \$65.00	2 / each	\$130.00		Y
13-18--01-03	TASTE ADDISON: Hand Sanitizer Stations	Supplier Product Code:	First Offer - \$75.00	4 / each	\$300.00		Y
13-18--01-04	TASTE ADDISON: Cost per scheduled dump	Supplier Product Code:	First Offer - \$97.00	4 / each	\$388.00		Y
					Lot Total		
					\$5,498.00		
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
13-18--02-01	KABOON TOWN!: Portable Toilets	Supplier Product Code:	First Offer - \$45.00	69 / each	\$3,105.00		Y
13-18--02-02	KABOON TOWN!: Handicap Toilets	Supplier Product Code:	First Offer - \$65.00	4 / each	\$260.00		Y
13-18--02-03	KABOON TOWN!: Hand Sanitizer Stations	Supplier Product Code:	First Offer - \$75.00	4 / each	\$300.00		Y
13-18--02-04	KABOON TOWN!: Cost per scheduled dump	Supplier Product Code:	First Offer - \$97.00	4 / each	\$388.00		Y
					Lot Total		
					\$4,053.00		
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
13-18--03-01	OKTOBERFEST: Portable Toilets	Supplier Product Code:	First Offer - \$45.00	90 / each	\$4,050.00		Y
13-18--03-02	OKTOBERFEST: Handicap Toilets	Supplier Product Code:	First Offer - \$65.00	4 / each	\$260.00		Y
13-18--03-03	OKTOBERFEST: Hand Sanitizer Stations	Supplier Product Code:	First Offer - \$75.00	4 / each	\$300.00		Y
13-18--03-04	OKTOBERFEST: Cost per scheduled dump	Supplier Product Code:	First Offer - \$97.00	4 / each	\$388.00		Y
					Lot Total		
					\$4,998.00		
					Supplier Total		\$14,549.00

United Site Services

Item: **TASTE ADDISON:Portable Toilets**

Attachments

USS DELUXE UNIT AND ADA UNIT PRODUCT SHEETS.pdf



Deluxe Portable Restroom

The Deluxe Restroom has been designed exclusively for the finest outdoor events. Its innovative European styling provides a smooth surface and roomy interior.

Features may include:

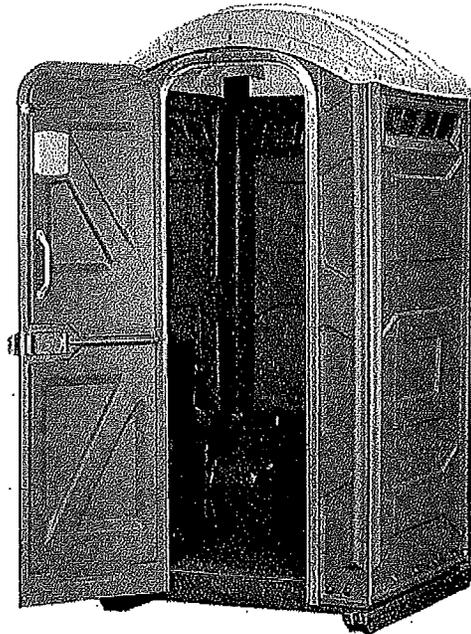
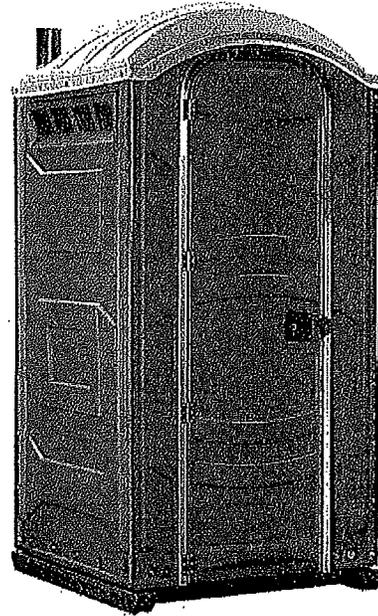
- hand sanitizer
- courtesy mirror
- coat hook
- vanity shelving

Dimensions:

Height = 90"

Width = 43-1/2"

Depth = 44-1/2"



**For more information about our products
please contact:**

Call Toll Free: (866) 477-5200

Or visit us online at:

www.unitedsiteservices.com

Serving Dallas/Ft. Worth and surrounding areas

restroom colors may vary

©2007 United Site Services, Inc.

The USA's largest provider of portable restrooms, restroom trailers, portable sinks and more.



Wheelchair Accessible / ADA Restroom

United Site Services offers Wheelchair Accessible Restrooms and an ADA Compliant Wheelchair Restrooms. Both are designed to support special needs individuals. They offer spacious interior needed for easy movement with handrail support for assisted movement.

What's the difference between a standard Wheelchair Accessible Restroom and an ADA Compliant Wheelchair Restroom?

Fully ADA compliant restrooms are larger than wheelchair accessible models and have slightly different placement of different parts. In many situations the wheelchair accessible restrooms will meet the needs of your guests. If your event requires restrooms that meet the ADA Standards for Accessible Design, we can supply them.

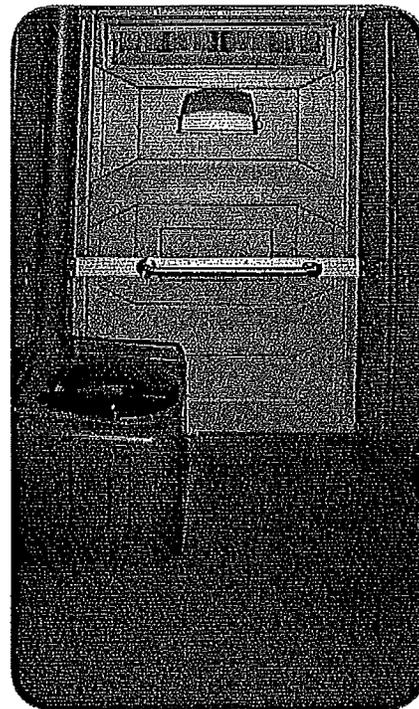
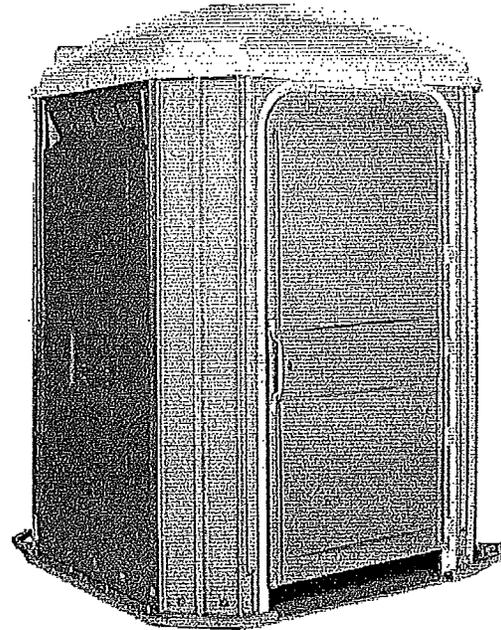
Height = 91"
Width = 77"
Depth = 77"
Seat Height = 18.75"

For more information about our products please contact:

Call Toll Free: (866) 477-5200

Or visit us online at:
www.unitedsiteservices.com

Serving Dallas / Ft. Worth and surrounding areas



©2007 United Site Services, Inc.

The USA's largest provider of portable restrooms, restroom trailers, portable sinks and more.

Supplier: **United Site Services**

Town of Addison Bid # 13-18

Rental of Portable Toilets and Sinks Supplemental Information

The following information must be completed and submitted with your response.

1. Describe Portable and Handicap Toilets - Size of units.

Product line sheets attached

2. Describe cardboard trash containers and liners, i.e., size, thickness, etc.

3. Exceptions to this Bid:

Supplier: **United Site Services**

QUALIFICATION AND REFERENCE STATEMENT

BIDDER: United Site Services of Texas, Inc.

COMPANY INFORMATION:

Number of years in business? **22**

Number of years at current location? **12**

Do you maintain a permanent commercial business office? **Yes**

Have you or any present partners or officers failed to complete a contract: **No** If yes, give name of owner and/or surety?

--

Can you be reached 24 hours a day (in an emergency)? **Yes**

Pager# Cell Phone# **972-877-4653**

Answer Svc# Other# **1-800-TOILETS**

CUSTOMER REFERENCES

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email
City of Grand Prairie	Danny Boykin	972-237-8084	dboykin@gptx.org
City Euless	Randy Smith	817-685-1653	rsmith@euless.gov
Salesmanship Club	Brad Howland	214-649-8711	bhowland@scdallas.org
Cowboys Stadium	Scott Woodrow	817-892-4147	swoodrow@dallascowboys.net

Supplier: **United Site Services**

**Town of Addison
Indemnification Agreement**

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "**Owner Persons**" and each being an "**Owner Person**"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "**Claims**"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "**Contractor Persons**"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

- (i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and**

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall **INDEMNIFY, HOLD HARMLESS, and DEFEND** Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that **IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.** The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#: **13-14**

Company Name: **United Site Services of Texas, Inc.**

Signature: **Gaetano D'Anna** Date: **3/4/2013**

Supplier: **United Site Services**

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, , Medical Expense 5,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# 13-14

Company: United Sites Services of Texas, Inc.

Printed Name: Gaetano D'Anna, General Counsel & Secretary

Signature: Gaetano D'Anna Date: 3/4/2013

Supplier: **United Site Services**

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM WILL NOT BE COMPLIANT

Section I Company Profile

Name of Business: **United Site Services of Texas, Inc.**

Business Address:

**2617 Willowbrook Road
Dallas, TX 75220**

Contact Name: **Jeremy Glenn**

Phone#: **972-877-4653**

Fax#: **214-351-9154**

Email: **jeremy.glenn@unitedsiteservices.com**

Name(s) Title of Authorized Company Officers:

Ron Carapezzi, President & CEO

Ed Simoneau, Treasurer

Gaetano D'Anna, Secretary

Federal ID #: **75-2593850** W-9 Form: A W-9 form will be required from the successful bidder.

DUN #: **926759937**

Remit Address: If different than your physical address:

**PO Box 660475
Dallas, TX 75266**

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of 0% is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order. **1**

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of **365** Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number and expire date

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: **Gaetano D'Anna** Date: **3/5/2013**

Title: **General Counsel and Secretary**

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

1/29/13

Council Agenda Item: # R 2e

AGENDA CAPTION:

Consideration and approval of a bid for Miscellaneous Rentals (Bid No. 13-17) submitted by M & M The Special Event Company in the amount of \$50,783.79 annually for a three year period beginning 2013 with the option to renew for two additional one year terms.

FINANCIAL IMPACT:

The proposed bid amount of \$50,783.79 is \$1,326.92 less than 2012 and is allocated within the FY13 budget. The attached document provides further detail.

BACKGROUND:

The bid was sent to 8 companies and was advertised for two weeks in The Dallas Morning News and on Bid Sync. One bid was received. Bidders submitted a bid for a total quantity of miscellaneous rentals for all special events. M & M has successfully provided miscellaneous rentals for previous Addison special events. While the bid pricing is effective for three years with the option to renew for two additional one year terms the Town may cancel the agreement without cause at anytime.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

 [2013 Misc. Rentals](#)

Type:

Backup Material

**Bid Tabulation Packet
for
Solicitation 13-17**

**Rental of Furniture, Dance Floor, Misc. - Addison Special
Events**

Bid designation: Public

A handwritten signature in black ink that reads "Addison!". The letters are cursive and slanted to the right. There is a small mark above the final 'n'.

Town of Addison

Bid #13-17 - Rental of Furniture, Dance Floor, Misc. - Addison Special Events

Creation Date **Feb 13, 2013**End Date **Mar 5, 2013 10:00:00 AM CST**Start Date **Feb 18, 2013 8:29:41 AM CST**Awarded Date **Not Yet Awarded**

13-17--01-01 TASTE ADDISON: Tables					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$8.90	401 / each	\$3,568.90		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-17--01-02 TASTE ADDISON: Umbrella Tables					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$38.00	121 / each	\$4,598.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-17--01-03 TASTE ADDISON: Table Covers					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$4.00	335 / each	\$1,340.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-17--01-04 TASTE ADDISON: Tables - round					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$9.50	25 / each	\$237.50		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-17--01-05 TASTE ADDISON: Table Covers					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$4.00	75 / each	\$300.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-17--01-06 TASTE ADDISON: Chairs - folding					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$1.10	970 / each	\$1,067.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-17--01-07 TASTE ADDISON: Chairs - folding					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$2.50	16 / each	\$40.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-17--01-08 TASTE ADDISON: Chairs - Folding					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$1.10	130 / each	\$143.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-17--01-09 TASTE ADDISON: Bar Stools					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$12.60	12 / each	\$151.20		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-17--01-10 TASTE ADDISON: 120" Linens					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$16.28	51 / each	\$830.28		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-17--01-11 TASTE ADDISON: 90" x 156" Linens					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$16.75	21 / each	\$351.75		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-17--01-12 TASTE ADDISON: 84" Plastic Linen					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$4.00	450 / each	\$1,800.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-17--01-13 TASTE ADDISON: Plastic Rolls					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$25.00	75 / each	\$1,875.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-17--01-14 TASTE ADDISON: Chrome Stanchions					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$15.25	10 / each	\$152.50		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-17--01-15 TASTE ADDISON: Labor					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$3,750.00	1 / each	\$3,750.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-17--01-16 TASTE ADDISON: Delivery and Pickup					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$475.00	1 / each	\$475.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-17--01-17 TASTE ADDISON: Damage Waiver					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$1,368.26	1 / each	\$1,368.26		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-17--02-01 KABOOM TOWN!: Tables					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$8.90	75 / each	\$667.50		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-17--02-02 KABOOM TOWN!: Umbrella Tables					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$38.00	40 / each	\$1,520.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-17--02-03 KABOOM TOWN!: Umbrella Table Covers					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$4.00	40 / each	\$160.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-17--02-04 KABOOM TOWN!: Round Tables					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$8.90	63 / each	\$560.70		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-17--02-05 KABOOM TOWN!: Table Covers					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$4.00	63 / each	\$252.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-17--02-06 KABOOM TOWN!: Folding Chairs					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$2.50	928 / each	\$2,320.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-17--02-07 KABOOM TOWN!: Folding Chairs					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$1.10	105 / each	\$115.50		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-17--02-08 KABOOM TOWN!: Bar Stools					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$12.60	4 / each	\$50.40		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-17--02-09 KABOOM TOWN!: Labor					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$1,000.00	1 / each	\$1,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-17--02-10 KABOOM TOWN!: Delivery/Pickup					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

M&M The Special Events Company	First Offer - \$475.00	1 / each	\$475.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-17--02-11 KABOOM TOWN!: Damage Waiver					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$640.00	1 / each	\$640.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-17--03-01 OKTOBERFEST: Folding Tables					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$8.90	200 / each	\$1,780.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-17--03-02 OKTOBERFEST: Folding Tables					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$24.95	36 / each	\$898.20		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-17--03-03 OKTOBERFEST: Folding Tables					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$7.90	11 / each	\$86.90		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-17--03-04 OKTOBERFEST: Folding Tables					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$10.25	4 / each	\$41.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-17--03-05 OKTOBERFEST: Umbrella Tables					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$12.00	100 / each	\$1,200.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes: Includes base and stakes for vendors umbrellas		

13-17--03-06 OKTOBERFEST: Umbrella Table Covers					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$4.00	400 / each	\$1,600.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-17--03-07 OKTOBERFEST: Round Tables					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$8.90	25 / each	\$222.50		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-17--03-08 OKTOBERFEST: Chairs - Folding					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$1.10	910 / each	\$1,001.00		Y

Product Code:	Supplier Product Code:
Agency Notes:	Supplier Notes:

13-17--03-09 OKTOBERFEST: Chairs - Folding					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$2.50	189 / each	\$472.50		Y
Product Code:	Supplier Product Code:		Supplier Notes:		
Agency Notes:					

13-17--03-10 OKTOBERFEST: Bar Stools					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$12.60	37 / each	\$466.20		Y
Product Code:	Supplier Product Code:		Supplier Notes:		
Agency Notes:					

13-17--03-11 OKTOBERFEST: Plastic Linen					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$4.00	100 / each	\$400.00		Y
Product Code:	Supplier Product Code:		Supplier Notes:		
Agency Notes:					

13-17--03-12 OKTOBERFEST: Dance Floor					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$7,000.00	1 / each	\$7,000.00		Y
Product Code:	Supplier Product Code:		Supplier Notes:		
Agency Notes:					

13-17--03-13 OKTOBERFEST: Chrome Stanchions					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$15.00	25 / each	\$375.00		Y
Product Code:	Supplier Product Code:		Supplier Notes:		
Agency Notes:					

13-17--03-14 OKTOBERFEST: Bench Setup/Take Down Labor					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$2,500.00	1 / each	\$2,500.00		Y
Product Code:	Supplier Product Code:		Supplier Notes:		
Agency Notes:					

13-17--03-15 OKTOBERFEST: Labor					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$1,000.00	1 / each	\$1,000.00		Y
Product Code:	Supplier Product Code:		Supplier Notes:		
Agency Notes:					

13-17--03-16 OKTOBERFEST: Delivery and Pickup					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$475.00	1 / each	\$475.00		Y
Product Code:	Supplier Product Code:		Supplier Notes:		
Agency Notes:					

13-17--03-17 OKTOBERFEST: Damage Waiver					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$1,456.00	1 / each	\$1,456.00		Y
Product Code:	Supplier Product Code:		Supplier Notes:		
Agency Notes:					

Supplier Totals

<u>M&M The Special Events Company</u>		\$50,783.79 (45/45 items)
Bid Contact	Anne Scarborough <u>anne@mmspecialevents.com</u> Ph 214-350-5373	Address 2161 Hutton Drive # 126 Carrollton, TX 75006
Agency Notes:	Supplier Notes:	

**

M&M The Special Events Company

Bid Contact **Anne Scarborough**
anne@mmspecialevnts.com
Ph 214-350-5373

Address **2161 Hutton Drive # 126**
Carrollton, TX 75006

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
13-17--01-01	TASTE ADDISON: Tables	Supplier Product Code:	First Offer - \$8.90	401 / each	\$3,568.90	Y
13-17--01-02	TASTE ADDISON: Umbrella Tables	Supplier Product Code:	First Offer - \$38.00	121 / each	\$4,598.00	Y
13-17--01-03	TASTE ADDISON: Table Covers	Supplier Product Code:	First Offer - \$4.00	335 / each	\$1,340.00	Y
13-17--01-04	TASTE ADDISON: Tables - round	Supplier Product Code:	First Offer - \$9.50	25 / each	\$237.50	Y
13-17--01-05	TASTE ADDISON: Table Covers	Supplier Product Code:	First Offer - \$4.00	75 / each	\$300.00	Y
13-17--01-06	TASTE ADDISON: Chairs - folding	Supplier Product Code:	First Offer - \$1.10	970 / each	\$1,067.00	Y
13-17--01-07	TASTE ADDISON: Chairs - folding	Supplier Product Code:	First Offer - \$2.50	16 / each	\$40.00	Y
13-17--01-08	TASTE ADDISON: Chairs - Folding	Supplier Product Code:	First Offer - \$1.10	130 / each	\$143.00	Y
13-17--01-09	TASTE ADDISON: Bar Stools	Supplier Product Code:	First Offer - \$12.60	12 / each	\$151.20	Y
13-17--01-10	TASTE ADDISON: 120" Linens	Supplier Product Code:	First Offer - \$16.28	51 / each	\$830.28	Y
13-17--01-11	TASTE ADDISON: 90" x 156" Linens	Supplier Product Code:	First Offer - \$16.75	21 / each	\$351.75	Y
13-17--01-12	TASTE ADDISON: 84" Plastic Linen	Supplier Product Code:	First Offer - \$4.00	450 / each	\$1,800.00	Y
13-17--01-13	TASTE ADDISON: Plastic Rolls	Supplier Product Code:	First Offer - \$25.00	75 / each	\$1,875.00	Y
13-17--01-14	TASTE ADDISON: Chrome Stanchions	Supplier Product Code:	First Offer - \$15.25	10 / each	\$152.50	Y

13-17--01-15	TASTE ADDISON: Labor	Supplier Product Code:	First Offer - \$3,750.00	1 / each	\$3,750.00	Y
13-17--01-16	TASTE ADDISON: Delivery and Pickup	Supplier Product Code:	First Offer - \$475.00	1 / each	\$475.00	Y
13-17--01-17	TASTE ADDISON: Damage Waiver	Supplier Product Code:	First Offer - \$1,368.26	1 / each	\$1,368.26	Y
					Lot Total	\$22,048.39
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
13-17--02-01	KABOOM TOWN!: Tables	Supplier Product Code:	First Offer - \$8.90	75 / each	\$667.50	Y
13-17--02-02	KABOOM TOWN!: Umbrella Tables	Supplier Product Code:	First Offer - \$38.00	40 / each	\$1,520.00	Y
13-17--02-03	KABOOM TOWN!: Umbrella Table Covers	Supplier Product Code:	First Offer - \$4.00	40 / each	\$160.00	Y
13-17--02-04	KABOOM TOWN!: Round Tables	Supplier Product Code:	First Offer - \$8.90	63 / each	\$560.70	Y
13-17--02-05	KABOOM TOWN!: Table Covers	Supplier Product Code:	First Offer - \$4.00	63 / each	\$252.00	Y
13-17--02-06	KABOOM TOWN!: Folding Chairs	Supplier Product Code:	First Offer - \$2.50	928 / each	\$2,320.00	Y
13-17--02-07	KABOOM TOWN!: Folding Chairs	Supplier Product Code:	First Offer - \$1.10	105 / each	\$115.50	Y
13-17--02-08	KABOOM TOWN!: Bar Stools	Supplier Product Code:	First Offer - \$12.60	4 / each	\$50.40	Y
13-17--02-09	KABOOM TOWN!: Labor	Supplier Product Code:	First Offer - \$1,000.00	1 / each	\$1,000.00	Y
13-17--02-10	KABOOM TOWN!: Delivery/Pickup	Supplier Product Code:	First Offer - \$475.00	1 / each	\$475.00	Y
13-17--02-11	KABOOM TOWN!: Damage Waiver	Supplier Product Code:	First Offer - \$640.00	1 / each	\$640.00	Y
					Lot Total	\$7,761.10
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
13-17--03-01	OKTOBERFEST: Folding Tables	Supplier Product Code:	First Offer - \$8.90	200 / each	\$1,780.00	Y
13-17--03-02	OKTOBERFEST:	Supplier Product Code:	First Offer - \$24.95	36 / each	\$898.20	Y

Folding Tables		Code:				
13-17--03-03	OKTOBERFEST: Folding Tables	Supplier Product Code:	First Offer - \$7.90	11 / each	\$86.90	Y
13-17--03-04	OKTOBERFEST: Folding Tables	Supplier Product Code:	First Offer - \$10.25	4 / each	\$41.00	Y
13-17--03-05	OKTOBERFEST: Umbrella Tables	Supplier Product Code: Supplier Notes: Includes base and stakes for vendors umbrellas	First Offer - \$12.00	100 / each	\$1,200.00	Y
13-17--03-06	OKTOBERFEST: Umbrella Table Covers	Supplier Product Code:	First Offer - \$4.00	400 / each	\$1,600.00	Y
13-17--03-07	OKTOBERFEST: Round Tables	Supplier Product Code:	First Offer - \$8.90	25 / each	\$222.50	Y
13-17--03-08	OKTOBERFEST: Chairs - Folding	Supplier Product Code:	First Offer - \$1.10	910 / each	\$1,001.00	Y
13-17--03-09	OKTOBERFEST: Chairs - Folding	Supplier Product Code:	First Offer - \$2.50	189 / each	\$472.50	Y
13-17--03-10	OKTOBERFEST: Bar Stools	Supplier Product Code:	First Offer - \$12.60	37 / each	\$466.20	Y
13-17--03-11	OKTOBERFEST: Plastic Linen	Supplier Product Code:	First Offer - \$4.00	100 / each	\$400.00	Y
13-17--03-12	OKTOBERFEST: Dance Floor	Supplier Product Code:	First Offer - \$7,000.00	1 / each	\$7,000.00	Y
13-17--03-13	OKTOBERFEST: Chrome Stanchions	Supplier Product Code:	First Offer - \$15.00	25 / each	\$375.00	Y
13-17--03-14	OKTOBERFEST: Bench Setup/Take Down Labor	Supplier Product Code:	First Offer - \$2,500.00	1 / each	\$2,500.00	Y
13-17--03-15	OKTOBERFEST: Labor	Supplier Product Code:	First Offer - \$1,000.00	1 / each	\$1,000.00	Y
13-17--03-16	OKTOBERFEST: Delivery and Pickup	Supplier Product Code:	First Offer - \$475.00	1 / each	\$475.00	Y

13-17--03-17	OKTOBERFEST: Damage Waiver	Supplier Product Code:	First Offer - \$1,456.00	1 / each	\$1,456.00	Y
--------------	----------------------------------	---------------------------------------	---------------------------------	----------	-------------------	----------

Lot Total **\$20,974.30**
Supplier Total **\$50,783.79**

Supplier: **M&M The Special Events Company**

QUALIFICATION AND REFERENCE STATEMENT

BIDDER: M&M The Special Events Compnay

COMPANY INFORMATION:

Number of years in business? **30**

Number of years at current location? **7**

Do you maintain a permanent commercial business office? **Yes**

Have you or any present partners or officers failed to complete a contract: **No** If yes, give name of owner and/or surety?

--

Can you be reached 24 hours a day (in an emergency)? **Yes**

Pager# Cell Phone#

Answer Svc# Other# **214-350-5373**

CUSTOMER REFERENCES

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email
The Salesmanship Club	Jon Drago	214-943-9820	jdrago@scdallas.org
Downtown Fort Worth Initiatives	Jay Downie	513-615-1474	jay@dfwi.org
Planet Productions	Brian Brothers	214-827-3959	brian@planetproductions.net
Town of Addison	Barbara Kovacevich	972-450-6221	bkovacevich@addisontx.gov
Streams & Valleys	Valerie Jay	817-926-0006	valerie@streamsandvalleys.org

Supplier: **M&M The Special Events Company**

**Town of Addison
Indemnification Agreement**

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "**Owner Persons**" and each being an "**Owner Person**"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "**Claims**"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "**Contractor Persons**"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

- (i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and**

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#: 13-17

Company Name: M&M The Special Events Company

Signature: Scott Berk Date: 3/1/13

Supplier: **M&M The Special Events Company**

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, , Medical Expense 5,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# Town of Addison #13-17

Company: M&M The Special Events Company

Printed Name: Scott Berk

Signature: Scott Berk Date: 3/1/13

Supplier: **M&M The Special Events Company**

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM WILL NOT BE COMPLIANT

Section I Company Profile

Name of Business: **Texas M&M Acquisitions dba M&M The Special Events Company**

Business Address:

**2161 Hutton Drive
Carrollton, Texas 75006**

Contact Name: **Scott Berk**

Phone#: **214-350-5373**

Fax#: **214-350-7715**

Email: **scott@mmspecialevents.com**

Name(s) Title of Authorized Company Officers:

**Michael Berk - CEO
Marcia Berk - Secretary
Scott Berk - President
Seth Berk - Vice President
Brian Berk - Vice President**

Federal ID #: **57-1147871** W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

**493 Mission St.
Carol Stream, IL 60188**

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for **Standard** bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order. **14**

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of **30** Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number and expire date

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: **Scott Berk** Date: **3/1/13**

Title: **President**

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

1/29/13

Supplier: **M&M The Special Events Company**

TERMS AND CONDITIONS

The purchase shall be governed by the following terms and conditions:

1. Compliance With Law: Applicable Law. Seller shall fully and timely provide all goods described in this Purchase Order (contract) in strict accordance with and subject to the terms, covenants, and conditions hereof and all applicable Federal, State, and local laws, rules, and regulations, as amended from time to time. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Dallas County, Texas, and the parties agree to submit to the exclusive personal jurisdiction of such courts. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
2. Seller to Package Goods. Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.
3. Shipment Under Reservation Prohibited. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
4. Title and Risk of Loss. Title and risk of loss of the goods will not pass to the City until the City actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.
5. Delivery Terms and Transportation Charges. Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. City shall have the right to designate what method of transportation shall be used to ship the goods. City assumes no liability for goods damaged while in transit and or delivered in a damaged condition. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the City of the same.
6. Right of Inspection and Rejection: Backorders. The City shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the City Purchasing Manager, may be cancelled by the City without liability of any kind whatsoever, and payment will not be made for such cancellations.
7. No Replacement of Defective Tender. Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and Seller shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, Seller may notify City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
8. Acceptance of Incomplete or Non-Conforming Goods. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, City prefers to accept such goods, City may do so. Seller shall pay all claims, costs, losses and damages attributable to City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, City may deduct such amounts as are necessary to compensate City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to City by Seller.
9. Invoices: Price Not Result of Competitive Bid.
 - (a) Seller shall submit separate invoices in duplicate on each purchase order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
 - (b) Invoices shall indicate the purchase order number and contract number, if applicable. Failure to put purchase order number on the delivery ticket and invoice may result in a delay in payment of invoices. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be mailed to Accounts Payable, Town of Addison, Texas, at P.O. Box 9010, Addison, Texas 75001-9010. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Seller's invoice.
 - (c) Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

(d) Payment will not be due until the above instruments are submitted after delivery and acceptance.

(e) If the price(s) for the order under this contract was not the result of a competitive bid, Seller affirms that the price(s) charged City are equal to or lower than the lowest price charged to other customers of Seller for the same or similar products and/or services, in similar or like quantities, in the Dallas/Fort Worth metroplex.

10. Payment.

(a) All proper invoices received by the City will be paid within thirty (30) days of the City's receipt and acceptance of the goods or of the invoice, whichever is later, unless other terms are specified on the face of the purchase order in the original printing. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.

(b) If partial shipments or deliveries are authorized by the City, Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

(c) The City may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of: (i) delivery of defective or non-conforming goods by Seller, or (ii) failure of the Seller to submit proper invoices with all required attachments and supporting documentation, or (iii) failure of Seller to deliver quantity of goods ordered (payment will be made for actual quantities delivered).

(d) The City's payment obligations are payable only and solely from funds appropriated, budgeted, and available for the purpose of this purchase. The absence of appropriated and budgeted or other lawfully available funds shall render the contract null and void to the extent funds are not appropriated and budgeted or available and any goods delivered but unpaid shall be returned to Seller. The City shall provide the Seller written notice of the failure of the City to make an adequate appropriation and budget for any fiscal year to pay the amounts due under the contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract.

11. Warranty – Price.

(a) Seller warrants the prices quoted in its bid are no higher than Seller's current prices on orders by others for like goods under similar terms of purchase.

(b) Seller certifies that the prices in Seller's bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

(c) In the event of any breach of this warranty, the prices of the items will be reduced to Seller's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Seller of any kind whatsoever. In addition to any other remedy available, the City may deduct from any amounts owed to Seller, or otherwise recover, any amounts paid for items in excess of Seller's current prices on orders by others for like goods under similar terms of purchase.

12. Warranty – Title. Without limiting any provision of law, Seller warrants that it has good and indefeasible title to all goods furnished hereunder, and that the goods are free and clear of all liens, claims, security interests and encumbrances. Seller shall indemnify and hold the City harmless from and against all adverse title claims to the goods.

13. Warranty - Goods. Seller will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of City. Seller warrants and represents that all goods sold the City shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the City's solicitation, to any samples furnished by Seller, to the terms, covenants and conditions of any contract in connection herewith, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the City's solicitation, the goods shall be new, and not recycled, used or reconditioned (and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

(a) Seller may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

(b) Unless otherwise specified in a contract and approved by the City in writing, the warranty period shall be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand either repair the defective or non-conforming goods, or replace the non-conforming or defective goods with fully conforming and non-defective goods, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by Seller. The City shall endeavor to give Seller written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights hereunder.

(c) If Seller is unable or unwilling to repair or replace defective or non-conforming goods as required by City, then in addition to any other available remedy, City may reduce the quantity of goods it may be required to purchase under the contract from Seller, and purchase conforming goods from other sources. In such event, Seller shall pay to City upon demand the increased cost, if any, incurred by the City to procure such goods from another source.

(d) If Seller is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to City. If for any reason the manufacturer's warranty cannot be fully transferred to City, Seller shall assist and cooperate with City to the fullest extent to enforce such manufacturer's warranty for the benefit of City.

14. Right to Assurance. Whenever one party to the contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of this contract.

15. Default. Seller shall be in default under this contract if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this contract, (b) fails to provide adequate assurance of performance as provided for herein, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16. Termination For Cause. In the event of a default by Seller, the City shall have the right to terminate this contract for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless Seller, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of Seller's default, including, without limitation, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by Seller, the City may remove Seller from the City's vendor list for a reasonable period of time as determined by the City (but not to exceed two (2) years) and any offer submitted by Seller may be disqualified for such reasonable period of time. All rights and remedies under the contract are cumulative and are not exclusive of any other right or remedy provided by law.

17. Termination Without Cause. City shall have the right to terminate this contract, in whole or in part, without cause any time upon thirty (30) days prior written notice to Seller. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to this contract, with such exceptions, if any, specified in the notice of termination. City shall pay Seller, to the extent of funds appropriated and budgeted or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

18. Delay. City may delay scheduled delivery or other due dates by written notice to Seller if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Seller shall negotiate an equitable adjustment for costs incurred by Seller in the contract price and execute an amendment to the contract. Seller must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse Seller from delaying the delivery as notified.

19. Indemnity.

(a) For purposes hereof: (i) "Claims" shall mean and include any and all claims, demands, suits, causes of action, judgments, penalties, fines, and liability of every character, type or description whatsoever, including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, and including attorney and other professional fees, for: (1) damage to or loss of the property of any person (including, but not limited to the City, Seller, their respective agents, officers, employees and subcontractors, and third parties), (2) death, bodily injury, illness, disease, worker's

compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of City, Seller, and third parties), (3) breach of contract, and (4) any other harm for which recovery of damages or any other remedy is sought; (ii) "Indemnified Persons" shall mean and include the City, and the City's officials, officers, employees, and agents; and (iii) "Fault" shall mean and include the sale or delivery of defective or non-conforming goods, any act or omission of negligence, any act or omission of gross negligence, any act or omission involving willful misconduct, or a breach of any legally imposed strict liability standard.

(b) Contractor shall defend (such defense being at the City's option), indemnify the Indemnified Persons against and hold the Indemnified Persons harmless from any and all Claims arising out of, incident to, concerning, or resulting from the Fault of Seller, its officers, employees, subcontractors, agents, and any person for whom Contractor is legally liable (together, "Seller Parties") hereunder, regardless of whether or not any Claims is caused in part by any of the Indemnified Persons. This obligation shall survive the termination of this contract.

20. Gratuity. City may, by written notice to Seller, cancel this contract without liability to Seller if it is determined by City that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of City with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract.

21. Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this contract shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the City shall be addressed to City at 5300 Belt Line Road, Addison, Texas _____ and marked to the attention of the City Finance Director.

22. No Warranty By City Against Infringement. As part of this contract, Seller agrees to ascertain whether goods manufactured according to the specifications for the goods will cause the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will City be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify City of that opinion. If City does not receive such notice and is subsequently held liable for infringement or the like, Seller shall defend, indemnify, and save City, its officials, officers, and employees harmless from and against any and all damages, liability, claims, expenses and costs in connection therewith; if Seller in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void, and neither City nor Seller shall have any liability one to the other.

23. Assignment. Seller shall not sell, assign, transfer or otherwise convey any interest, right, duty, or obligation in or under this contract in whole or in part without the prior written consent of the City. No assignment, transfer or other conveyance under this contract will be effective without the prior written consent of the City.

24. No Third-Party Beneficiary. For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Seller, or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

25. Waiver. The failure by either party to exercise any right, power, or option given to it by this contract, or to insist upon strict compliance with the terms of this contract, shall not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

25. Modifications. This contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Seller invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of this contract.

26. Independent contractor. Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

27. Interpretation. This contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this contract.

28. Severability. The invalidity, illegality, or unenforceability of any provision of this contract shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void or invalid provision shall be deemed severed from this contract and the balance of the contract shall be construed and enforced as if the contract did not contain the particular portion or provision held to be void. The parties further agree to reform the contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of

this section shall not prevent this entire contract from being void should a provision which is the essence of the contract be determined to be void.

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

30. Conflict. When there is a conflict between the this purchase order (including, without limitation, these Terms and Conditions) and the Seller's invoice, this purchase order shall prevail.

Council Agenda Item: # R 2f

AGENDA CAPTION:

Consideration and approval of a bid for Temporary Fence Services (Bid No. 13-14) submitted by Cain Fence Company in the amount of \$16,760.45 annually for a three year period beginning 2013 with the option to renew for two additional one year terms.

FINANCIAL IMPACT:

The proposed bid amount of \$16,760.45 is \$2,796.67 less than 2012 and is allocated within the FY13 budget. The following provides a brief overview of the bids and the attached document provides further detail.

Cain Fence Co. - 16,760.45 ACT Event Services - \$23,849.80
United Site Services - \$25,645.87

BACKGROUND:

The bid was sent to 6 companies and was advertised for two weeks in The Dallas Morning News and on Bid Sync. Three bids were received. Bidders submitted for a total quantity of fence services for all events. Cain Fence Company has successfully provided temporary fence services for previous Addison special events. While the bid pricing is effective for three years with the option to renew for two additional one year terms, the Town may cancel the agreement without cause at anytime.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

 [2013 Fencing Contract](#)

Type:

Backup Material

**Bid Tabulation Packet
for
Solicitation 13-14**

Fencing Rentals and Services - Addison Special Events

Bid designation: Public

A handwritten signature in black ink that reads "Addison!". The letters are cursive and slanted to the right. There is a small mark above the final 'n' that looks like a trademark symbol.

Town of Addison

Bid #13-14 - Fencing Rentals and Services - Addison Special Events

Creation Date **Feb 12, 2013**

End Date **Mar 5, 2013 10:00:00 AM CST**

Start Date **Feb 18, 2013 8:29:41 AM CST**

Awarded Date **Not Yet Awarded**

13-14--01-01 Taste Addison: Panel Fence 6' x 12'					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Cain Rentals</u>	First Offer - \$0.75	3696 / linear foot	\$2,772.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>ACT EVENT SERVICES</u>	<input checked="" type="checkbox"/> First Offer - \$0.98	3696 / linear foot	\$3,622.08		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>United Site Services [Ad]</u>	First Offer - \$1.35	3696 / linear foot	\$4,989.60		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-14--01-02 Taste Addison: Panel Fence 4' x 12'					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Cain Rentals</u>	First Offer - \$0.75	552 / linear foot	\$414.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>ACT EVENT SERVICES</u>	<input checked="" type="checkbox"/> First Offer - \$0.98	552 / linear foot	\$540.96		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>United Site Services [Ad]</u>	First Offer - \$1.35	552 / linear foot	\$745.20		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-14--01-03 Taste Addison: Black Screen Fence 6'					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Cain Rentals</u>	First Offer - \$0.75	2657 / linear foot	\$1,992.75		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>United Site Services [Ad]</u>	First Offer - \$0.99	2657 / linear foot	\$2,630.43		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>ACT EVENT SERVICES</u>	<input checked="" type="checkbox"/> First Offer - \$1.06	2657 / linear foot	\$2,816.42		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-14--01-04 Taste Addison: Gate Posts 8'					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Cain Rentals</u>	First Offer - \$0.00	2 / each	\$0.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>United Site Services [Ad]</u>	First Offer - \$5.00	2 / each	\$10.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>ACT EVENT SERVICES</u>	<input checked="" type="checkbox"/> First Offer - \$18.00	2 / each	\$36.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-14--01-05 Taste Addison: Gate Wheel					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Cain Rentals</u>	First Offer - \$0.00	25 / each	\$0.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>United Site Services [Ad]</u>	First Offer - \$5.00	25 / each	\$125.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>ACT EVENT SERVICES</u>	<input checked="" type="checkbox"/> First Offer - \$22.50	25 / each	\$562.50		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-14--01-06 Taste Addison: Gate 6' x 4'					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>United Site Services [Ad]</u>	First Offer - \$20.00	16 / each	\$320.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>Cain Rentals</u>	First Offer - \$25.00	16 / each	\$400.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>ACT EVENT SERVICES</u>	<input checked="" type="checkbox"/> First Offer - \$25.00	16 / each	\$400.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-14--01-07 Taste Addison: Sand Bags					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Cain Rentals</u>	First Offer - \$2.00	484 / each	\$968.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>United Site Services [Ad]</u>	First Offer - \$2.75	484 / each	\$1,331.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>ACT EVENT SERVICES</u>	<input checked="" type="checkbox"/> First Offer - \$3.15	484 / each	\$1,524.60		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-14--01-08 Taste Addison: Bicycle Barricades					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Cain Rentals</u>	First Offer - \$1.00	1342 / linear foot	\$1,342.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>ACT EVENT SERVICES</u>	<input checked="" type="checkbox"/> First Offer - \$1.29	1342 / linear foot	\$1,731.18		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>United Site Services [Ad]</u>	First Offer - \$1.35	1342 / linear foot	\$1,811.70		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-14--02-01 KABOOM TOWN!: Panel Fence 6' x 12'					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Cain Rentals</u>	First Offer - \$0.75	1488 / linear foot	\$1,116.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>ACT EVENT SERVICES</u>	<input checked="" type="checkbox"/> First Offer - \$0.98	1488 / linear foot	\$1,458.24		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

<u>United Site Services [Ad]</u>	First Offer - \$1.35	1488 / linear foot	\$2,008.80		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-14--02-02 KABOOM TOWN!: Panel Fence 4' x 10'					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Cain Rentals</u>	First Offer - \$0.75	1020 / linear foot	\$765.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>ACT EVENT SERVICES</u>	<input checked="" type="checkbox"/> First Offer - \$0.98	1020 / linear foot	\$999.60		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>United Site Services [Ad]</u>	First Offer - \$1.35	1020 / linear foot	\$1,377.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-14--02-03 KABOOM TOWN!: Black Fence Screen 6'					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Cain Rentals</u>	First Offer - \$0.75	336 / linear foot	\$252.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>United Site Services [Ad]</u>	First Offer - \$0.99	336 / linear foot	\$332.64		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>ACT EVENT SERVICES</u>	<input checked="" type="checkbox"/> First Offer - \$1.06	336 / linear foot	\$356.16		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-14--02-04 KABOOM TOWN!: Panel Fence 8'					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Cain Rentals</u>	First Offer - \$0.85	432 / linear foot	\$367.20		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>ACT EVENT SERVICES</u>	<input checked="" type="checkbox"/> First Offer - \$0.98	432 / linear foot	\$423.36		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>United Site Services [Ad]</u>	First Offer - \$1.35	432 / linear foot	\$583.20		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-14--02-05 KABOOM TOWN!: Bicycle Barricades					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Cain Rentals</u>	First Offer - \$1.00	572 / linear foot	\$572.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>ACT EVENT SERVICES</u>	<input checked="" type="checkbox"/> First Offer - \$1.29	572 / linear foot	\$737.88		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>United Site Services [Ad]</u>	First Offer - \$1.35	572 / linear foot	\$772.20		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-14--02-06 KABOOM TOWN!: Sand Bags					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Cain Rentals</u>	First Offer - \$2.00	310 / each	\$620.00		Y

Product Code:		Supplier Product Code:	
Agency Notes:		Supplier Notes:	
<u>United Site Services [Ad]</u>	First Offer - \$2.75	310 / each	\$852.50
Product Code:		Supplier Product Code:	
Agency Notes:		Supplier Notes:	
<u>ACT EVENT SERVICES</u>	<input checked="" type="checkbox"/> First Offer - \$3.15	310 / each	\$976.50
Product Code:		Supplier Product Code:	
Agency Notes:		Supplier Notes:	

13-14--03-01 Oktoberfest: Panel Fence 6' x 12'					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Cain Rentals</u>	First Offer - \$0.75	2472 / linear foot	\$1,854.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>ACT EVENT SERVICES</u>	<input checked="" type="checkbox"/> First Offer - \$0.98	2472 / linear foot	\$2,422.56		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>United Site Services [Ad]</u>	First Offer - \$1.35	2472 / linear foot	\$3,337.20		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-14--03-02 Oktoberfest: Bicycle Barricades					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Cain Rentals</u>	First Offer - \$1.00	874 / linear foot	\$874.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>ACT EVENT SERVICES</u>	<input checked="" type="checkbox"/> First Offer - \$1.29	874 / linear foot	\$1,127.46		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>United Site Services [Ad]</u>	First Offer - \$1.35	874 / linear foot	\$1,179.90		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-14--03-03 Oktoberfest: Black Screen Fence 6'					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Cain Rentals</u>	First Offer - \$0.75	1850 / linear foot	\$1,387.50		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>United Site Services [Ad]</u>	First Offer - \$0.99	1850 / linear foot	\$1,831.50		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>ACT EVENT SERVICES</u>	<input checked="" type="checkbox"/> First Offer - \$1.06	1850 / linear foot	\$1,961.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-14--03-04 Oktoberfest: Support Posts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>United Site Services [Ad]</u>	First Offer - \$5.00	15 / linear foot	\$75.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Cain Rentals</u>	First Offer - \$10.00	15 / linear foot	\$150.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>ACT EVENT SERVICES</u>	<input checked="" type="checkbox"/> First Offer - \$18.00	15 / linear foot	\$270.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-14--03-05 Oktoberfest: Gate 6' x 4'					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>United Site Services [Ad]</u>	First Offer - \$20.00	2 / each	\$40.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>Cain Rentals</u>	First Offer - \$25.00	2 / each	\$50.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>ACT EVENT SERVICES</u>	 First Offer - \$25.00	2 / each	\$50.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-14--03-06 Oktoberfest: Gate Wheel					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Cain Rentals</u>	First Offer - \$0.00	21 / each	\$0.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>United Site Services [Ad]</u>	First Offer - \$5.00	21 / each	\$105.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>ACT EVENT SERVICES</u>	 First Offer - \$22.50	21 / each	\$472.50		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-14--03-07 Oktoberfest: Sand Bags					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Cain Rentals</u>	First Offer - \$2.00	432 / each	\$864.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>United Site Services [Ad]</u>	First Offer - \$2.75	432 / each	\$1,188.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>ACT EVENT SERVICES</u>	 First Offer - \$3.15	432 / each	\$1,360.80		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-14--04-01 Miscellaneous: Minimum Trip Charge					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>ACT EVENT SERVICES</u>	 First Offer - \$150.00	1 / each	\$150.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>Cain Rentals</u>	First Offer - \$200.00	1 / each	\$200.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>United Site Services [Ad]</u>	First Offer - \$250.00	1 / each	\$250.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-14--04-02 Miscellaneous: Support Posts					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>United Site Services [Ad]</u>	First Offer - \$5.00	1 / each	\$5.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
<u>Cain Rentals</u>	First Offer - \$10.00	1 / each	\$10.00		Y

Product Code:		Supplier Product Code:	
Agency Notes:		Supplier Notes:	
<u>ACT EVENT SERVICES</u>	<input checked="" type="checkbox"/> First Offer - \$14.00	1 / each	\$14.00
Product Code:		Supplier Product Code:	
Agency Notes:		Supplier Notes:	

Supplier Totals

<u>Cain Rentals</u>		\$16,970.45 (23/23 items)
Bid Contact Raul Martos	Address 973 Metro Media	
<u>raul@cainrentals.com</u>	Dallas, TX 75247	
Ph 972-870-0200		
Agency Notes:	Supplier Notes:	
<u>ACT EVENT SERVICES</u>		\$24,013.80 (23/23 items)
Bid Contact Tim Kelley	Address P.O. Box 463	
<u>tkelley@acteventservices.com</u>	Addison, TX 75001	
Ph 214-680-6969		
Agency Notes:	Supplier Notes:	
<u>United Site Services [Ad]</u>		\$25,900.87 (23/23 items)
Bid Contact kathy delorie	Address 200 Friberg Parkway	
<u>kathy.delorie@unitedsiteservices.com</u>	Suite 4000	
Ph 508-594-2550	Westborough, MA 01581	
Agency Notes:	Supplier Notes:	

**

Cain Rentals

Bid Contact **Raul Martos**
raul@cainrentals.com
Ph 972-870-0200

Address **973 Metro Media**
Dallas, TX 75247

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
13-14--01-01	Taste Addison: Panel Fence 6' x 12'	Supplier Product Code:	First Offer - \$0.75	3696 / linear foot	\$2,772.00	Y
13-14--01-02	Taste Addison: Panel Fence 4' x 12'	Supplier Product Code:	First Offer - \$0.75	552 / linear foot	\$414.00	Y
13-14--01-03	Taste Addison: Black Screen Fence 6'	Supplier Product Code:	First Offer - \$0.75	2657 / linear foot	\$1,992.75	Y
13-14--01-04	Taste Addison: Gate Posts 8'	Supplier Product Code:	First Offer - \$0.00	2 / each	\$0.00	Y
13-14--01-05	Taste Addison: Gate Wheel	Supplier Product Code:	First Offer - \$0.00	25 / each	\$0.00	Y
13-14--01-06	Taste Addison: Gate 6' x 4'	Supplier Product Code:	First Offer - \$25.00	16 / each	\$400.00	Y
13-14--01-07	Taste Addison: Sand Bags	Supplier Product Code:	First Offer - \$2.00	484 / each	\$968.00	Y
13-14--01-08	Taste Addison: Bicycle Barricades	Supplier Product Code:	First Offer - \$1.00	1342 / linear foot	\$1,342.00	Y
				Lot Total	\$7,888.75	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
13-14--02-01	KABOOM TOWN!: Panel Fence 6' x 12'	Supplier Product Code:	First Offer - \$0.75	1488 / linear foot	\$1,116.00	Y
13-14--02-02	KABOOM TOWN!: Panel Fence 4' x 10'	Supplier Product Code:	First Offer - \$0.75	1020 / linear foot	\$765.00	Y
13-14--02-03	KABOOM TOWN!: Black Fence Screen 6'	Supplier Product Code:	First Offer - \$0.75	336 / linear foot	\$252.00	Y
13-14--02-04	KABOOM TOWN!: Panel Fence 8'	Supplier Product Code:	First Offer - \$0.85	432 / linear foot	\$367.20	Y
13-14--02-05	KABOOM TOWN!: Bicycle Barricades	Supplier Product Code:	First Offer - \$1.00	572 / linear foot	\$572.00	Y

13-14--02-06	KABOOM TOWN! Sand Bags	Supplier Product Code:	First Offer - \$2.00	310 / each		\$620.00	Y
					Lot Total	\$3,692.20	
Item #	Line Item	Notes	Unit Price	Qty/Unit		Total Price	Attch. Docs
13-14--03-01	Oktoberfest: Panel Fence 6' x 12'	Supplier Product Code:	First Offer - \$0.75	2472 / linear foot		\$1,854.00	Y
13-14--03-02	Oktoberfest: Bicycle Barricades	Supplier Product Code:	First Offer - \$1.00	874 / linear foot		\$874.00	Y
13-14--03-03	Oktoberfest: Black Screen Fence 6'	Supplier Product Code:	First Offer - \$0.75	1850 / linear foot		\$1,387.50	Y
13-14--03-04	Oktoberfest: Support Posts	Supplier Product Code:	First Offer - \$10.00	15 / linear foot		\$150.00	Y
13-14--03-05	Oktoberfest: Gate 6' x 4'	Supplier Product Code:	First Offer - \$25.00	2 / each		\$50.00	Y
13-14--03-06	Oktoberfest: Gate Wheel	Supplier Product Code:	First Offer - \$0.00	21 / each		\$0.00	Y
13-14--03-07	Oktoberfest: Sand Bags	Supplier Product Code:	First Offer - \$2.00	432 / each		\$864.00	Y
					Lot Total	\$5,179.50	
Item #	Line Item	Notes	Unit Price	Qty/Unit		Total Price	Attch. Docs
13-14--04-01	Miscellaneous: Minimum Trip Charge	Supplier Product Code:	First Offer - \$200.00	1 / each		\$200.00	Y
13-14--04-02	Miscellaneous: Support Posts	Supplier Product Code:	First Offer - \$10.00	1 / each		\$10.00	Y
					Lot Total	\$210.00	
					Supplier Total	\$16,970.45	

Supplier: **Cain Rentals**

QUALIFICATION AND REFERENCE STATEMENT

BIDDER: Cain Rentals

COMPANY INFORMATION:

Number of years in business? **10**

Number of years at current location? **10**

Do you maintain a permanent commercial business office? **Yes**

Have you or any present partners or officers failed to complete a contract: **No** If yes, give name of owner and/or surety?

--

Can you be reached 24 hours a day (in an emergency)? **Yes**

Pager# Cell Phone# **210-669-4661**

Answer Svc# Other# **972-415-1606**

CUSTOMER REFERENCES

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email
City of Irving	Chuck Majors	972-721-7873	cmajors@cityofirving.org
City of Plano	Nicole Griffin	972-941-7204	nicoleg@plano.gov
Beck Construction	Matt Layman	972-989-2669	mattlayman@beck.com
Fiesta Commision San Antonio	Fernando Villarreal	210-227-5191	Fernando@fiesta-sa.org
Town Of Little Elm	Glyn Strickland	940-783-0157	gstrickland@littleelm.org

Supplier: **Cain Rentals**

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM WILL NOT BE COMPLIANT

Section I Company Profile

Name of Business: **Cain Rentals**

Business Address:

**973 Metro Media Place
Dallas Tx 75247**

Contact Name: **Raul Martos**

Phone#: **972-870-0200**

Fax#: **972-870-0212**

Email: **raul@cainrentals.com**

Name(s) Title of Authorized Company Officers:

Federal ID #: **1614431** W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number and expire date

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to

terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: **Raul Martos** Date: **3-5-13**

Title: **manager**

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

1/29/13

Supplier: **Cain Rentals**

**Town of Addison
Indemnification Agreement**

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "**Owner Persons**" and each being an "**Owner Person**"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "**Claims**"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "**Contractor Persons**"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

- (i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and**

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#: **13-14**

Company Name: **Cain Rentals**

Signature: **Raul Martos** Date: **3-5-13**

Supplier: **Cain Rentals**

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, , Medical Expense 5,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# 13-14

Company: Cain Rentals

Printed Name: Raul Martos

Signature: Raul Martos Date: 3-5-13

Supplier: Cain Rentals

TERMS AND CONDITIONS

The purchase shall be governed by the following terms and conditions:

1. Compliance With Law; Applicable Law. Seller shall fully and timely provide all goods described in this Purchase Order (contract) in strict accordance with and subject to the terms, covenants, and conditions hereof and all applicable Federal, State, and local laws, rules, and regulations, as amended from time to time. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Dallas County, Texas, and the parties agree to submit to the exclusive personal jurisdiction of such courts. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
2. Seller to Package Goods. Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.
3. Shipment Under Reservation Prohibited. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
4. Title and Risk of Loss. Title and risk of loss of the goods will not pass to the City until the City actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.
5. Delivery Terms and Transportation Charges. Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. City shall have the right to designate what method of transportation shall be used to ship the goods. City assumes no liability for goods damaged while in transit and or delivered in a damaged condition. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the City of the same.
6. Right of Inspection and Rejection; Backorders. The City shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the City Purchasing Manager, may be cancelled by the City without liability of any kind whatsoever, and payment will not be made for such cancellations.
7. No Replacement of Defective Tender. Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and Seller shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, Seller may notify City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
8. Acceptance of Incomplete or Non-Conforming Goods. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, City prefers to accept such goods, City may do so. Seller shall pay all claims, costs, losses and damages attributable to City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, City may deduct such amounts as are necessary to compensate City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to City by Seller.
9. Invoices; Price Not Result of Competitive Bid.
 - (a) Seller shall submit separate invoices in duplicate on each purchase order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
 - (b) Invoices shall indicate the purchase order number and contract number, if applicable. Failure to put purchase order number on the delivery ticket and invoice may result in a delay in payment of invoices. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be mailed to Accounts Payable, Town of Addison, Texas, at P.O. Box 9010, Addison, Texas 75001-9010. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Seller's invoice.
 - (c) Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

(d) Payment will not be due until the above instruments are submitted after delivery and acceptance.

(e) If the price(s) for the order under this contract was not the result of a competitive bid, Seller affirms that the price(s) charged City are equal to or lower than the lowest price charged to other customers of Seller for the same or similar products and/or services, in similar or like quantities, in the Dallas/Fort Worth metroplex.

10. Payment.

(a) All proper invoices received by the City will be paid within thirty (30) days of the City's receipt and acceptance of the goods or of the invoice, whichever is later, unless other terms are specified on the face of the purchase order in the original printing. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.

(b) If partial shipments or deliveries are authorized by the City, Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

(c) The City may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of: (i) delivery of defective or non-conforming goods by Seller, or (ii) failure of the Seller to submit proper invoices with all required attachments and supporting documentation, or (iii) failure of Seller to deliver quantity of goods ordered (payment will be made for actual quantities delivered).

(d) The City's payment obligations are payable only and solely from funds appropriated, budgeted, and available for the purpose of this purchase. The absence of appropriated and budgeted or other lawfully available funds shall render the contract null and void to the extent funds are not appropriated and budgeted or available and any goods delivered but unpaid shall be returned to Seller. The City shall provide the Seller written notice of the failure of the City to make an adequate appropriation and budget for any fiscal year to pay the amounts due under the contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract.

11. Warranty – Price.

(a) Seller warrants the prices quoted in its bid are no higher than Seller's current prices on orders by others for like goods under similar terms of purchase.

(b) Seller certifies that the prices in Seller's bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

(c) In the event of any breach of this warranty, the prices of the items will be reduced to Seller's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Seller of any kind whatsoever. In addition to any other remedy available, the City may deduct from any amounts owed to Seller, or otherwise recover, any amounts paid for items in excess of Seller's current prices on orders by others for like goods under similar terms of purchase.

12. Warranty – Title. Without limiting any provision of law, Seller warrants that it has good and indefeasible title to all goods furnished hereunder, and that the goods are free and clear of all liens, claims, security interests and encumbrances. Seller shall indemnify and hold the City harmless from and against all adverse title claims to the goods.

13. Warranty - Goods. Seller will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of City. Seller warrants and represents that all goods sold the City shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the City's solicitation, to any samples furnished by Seller, to the terms, covenants and conditions of any contract in connection herewith, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the City's solicitation, the goods shall be new, and not recycled, used or reconditioned (and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

(a) Seller may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

(b) Unless otherwise specified in a contract and approved by the City in writing, the warranty period shall be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand either repair the defective or non-conforming goods, or replace the non-conforming or defective goods with fully conforming and non-defective goods, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by Seller. The City shall endeavor to give Seller written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights hereunder.

(c) If Seller is unable or unwilling to repair or replace defective or non-conforming goods as required by City, then in addition to any other available remedy, City may reduce the quantity of goods it may be required to purchase under the contract from Seller, and purchase conforming goods from other sources. In such event, Seller shall pay to City upon demand the increased cost, if any, incurred by the City to procure such goods from another source.

(d) If Seller is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to City. If for any reason the manufacturer's warranty cannot be fully transferred to City, Seller shall assist and cooperate with City to the fullest extent to enforce such manufacturer's warranty for the benefit of City.

14. Right to Assurance. Whenever one party to the contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of this contract.

15. Default. Seller shall be in default under this contract if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this contract, (b) fails to provide adequate assurance of performance as provided for herein, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16. Termination For Cause. In the event of a default by Seller, the City shall have the right to terminate this contract for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless Seller, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of Seller's default, including, without limitation, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by Seller, the City may remove Seller from the City's vendor list for a reasonable period of time as determined by the City (but not to exceed two (2) years) and any offer submitted by Seller may be disqualified for such reasonable period of time. All rights and remedies under the contract are cumulative and are not exclusive of any other right or remedy provided by law.

17. Termination Without Cause. City shall have the right to terminate this contract, in whole or in part, without cause any time upon thirty (30) days prior written notice to Seller. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to this contract, with such exceptions, if any, specified in the notice of termination. City shall pay Seller, to the extent of funds appropriated and budgeted or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

18. Delay. City may delay scheduled delivery or other due dates by written notice to Seller if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Seller shall negotiate an equitable adjustment for costs incurred by Seller in the contract price and execute an amendment to the contract. Seller must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse Seller from delaying the delivery as notified.

19. Indemnity.

(a) For purposes hereof: (i) "Claims" shall mean and include any and all claims, demands, suits, causes of action, judgments, penalties, fines, and liability of every character, type or description whatsoever, including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, and including attorney and other professional fees, for: (1) damage to or loss of the property of any person (including, but not limited to the City, Seller, their respective agents, officers, employees and subcontractors, and third parties), (2) death, bodily injury, illness, disease, worker's

compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of City, Seller, and third parties), (3) breach of contract, and (4) any other harm for which recovery of damages or any other remedy is sought; (ii) "Indemnified Persons" shall mean and include the City, and the City's officials, officers, employees, and agents; and (iii) "Fault" shall mean and include the sale or delivery of defective or non-conforming goods, any act or omission of negligence, any act or omission of gross negligence, any act or omission involving willful misconduct, or a breach of any legally imposed strict liability standard.

(b) Contractor shall defend (such defense being at the City's option), indemnify the Indemnified Persons against and hold the Indemnified Persons harmless from any and all Claims arising out of, incident to, concerning, or resulting from the Fault of Seller, its officers, employees, subcontractors, agents, and any person for whom Contractor is legally liable (together, "Seller Parties") hereunder, regardless of whether or not any Claims is caused in part by any of the Indemnified Persons. This obligation shall survive the termination of this contract.

20. Gratuity. City may, by written notice to Seller, cancel this contract without liability to Seller if it is determined by City that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of City with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract.

21. Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this contract shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the City shall be addressed to City at 5300 Belt Line Road, Addison, Texas _____ and marked to the attention of the City Finance Director.

22. No Warranty By City Against Infringement. As part of this contract, Seller agrees to ascertain whether goods manufactured according to the specifications for the goods will cause the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will City be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify City of that opinion. If City does not receive such notice and is subsequently held liable for infringement or the like, Seller shall defend, indemnify, and save City, its officials, officers, and employees harmless from and against any and all damages, liability, claims, expenses and costs in connection therewith; if Seller in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void, and neither City nor Seller shall have any liability one to the other.

23. Assignment. Seller shall not sell, assign, transfer or otherwise convey any interest, right, duty, or obligation in or under this contract in whole or in part without the prior written consent of the City. No assignment, transfer or other conveyance under this contract will be effective without the prior written consent of the City.

24. No Third-Party Beneficiary. For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Seller, or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

25. Waiver. The failure by either party to exercise any right, power, or option given to it by this contract, or to insist upon strict compliance with the terms of this contract, shall not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

25. Modifications. This contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Seller invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of this contract.

26. Independent contractor. Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

27. Interpretation. This contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this contract.

28. Severability. The invalidity, illegality, or unenforceability of any provision of this contract shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void or invalid provision shall be deemed severed from this contract and the balance of the contract shall be construed and enforced as if the contract did not contain the particular portion or provision held to be void. The parties further agree to reform the contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of

this section shall not prevent this entire contract from being void should a provision which is the essence of the contract be determined to be void.

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

30. Conflict. When there is a conflict between the this purchase order (including, without limitation, these Terms and Conditions) and the Seller's invoice, this purchase order shall prevail.

Council Agenda Item: # R 2g

AGENDA CAPTION:

Consideration and approval of a bid for Temporary Electrical Services (Bid No. 13-13) submitted by CAT Entertainment Services in the amount of \$136,500 annually for a three year period beginning 2013 with the option to renew for two additional one year terms.

FINANCIAL IMPACT:

The proposed bid amount of \$136,500 is \$3,003 more than 2012; however, it is allocated within the FY13 budget. The attached document provides further detail.

BACKGROUND:

The bid was sent to 22 companies and was advertised for two weeks in The Dallas Morning News and on Bid Sync. One bid was received. The bidder submitted a bid for a total quantity of electrical service and air conditioning equipment needed for all special events. CAT Entertainment Services has successfully provided electrical services and air conditioning equipment for previous Addison special events. While the bid pricing is effective for three years with the option to renew for two additional one year terms, the Town may cancel the agreement without cause at anytime.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

 [2013 Electrical & A/C Contract](#)

Type:

Backup Material

**Bid Tabulation Packet
for
Solicitation 13-13**

Electrical and Air Conditioning Rental and Services

Bid designation: Public

The logo consists of the word "Addison!" written in a bold, black, cursive script. A small registered trademark symbol (®) is located at the end of the word.

Town of Addison

Bid #13-13 - Electrical and Air Conditioning Rental and Services

Creation Date **Feb 12, 2013**End Date **Mar 5, 2013 10:00:00 AM CST**Start Date **Feb 18, 2013 8:29:41 AM CST**Awarded Date **Not Yet Awarded**

13-13--01-01 Taste Addison: Hourly rate per man hour for any work required but not specified					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$75.00	1 / each	\$75.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: This is per hour per man that isn't on contract		

13-13--01-02 Taste Addison: 110-volt electrical power					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$150.00	1 / each	\$150.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: this is that the vender order for the show a quad box		

13-13--01-03 Taste Addison: 150 watt floodlights					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$50.00	1 / each	\$50.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: This is a clip light		

13-13--01-04 Taste Addison: String light placement					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$75.00	1 / each	\$75.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: This is a stringer of light for a row of Tents		

13-13--01-05 Taste Addison: 220-volt electrical power					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$150.00	1 / each	\$150.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: This is a 220Volt 30a to 60A		

13-13--01-06 Taste Addison: 10 Ft. Cable placement					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$50.00	1 / each	\$50.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: This is adding 10/5 cable Runs		

13-13--01-07 Taste Addison: Tower Lights					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$350.00	1 / each	\$350.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: This is Light Tower with 4 x 1000 MV Light on each tower with pick up and delivery		

13-13--01-08 Taste Addison: Power to screen and speaker					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$300.00	1 / each	\$300.00		Y
Product Code:			Supplier Product Code:		

Agency Notes:	Supplier Notes: This is run a five wire set to a 100' from Stage
----------------------	---

13-13--02-01 Addison Kaboom Town!: Hourley rate per man hour for any work required but not specified					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$75.00	1 / each	\$75.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes: This is each hour per man		

13-13--02-02 Addison Kaboom Town!: 110-volt electrical power					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$100.00	1 / each	\$100.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes: Kaboom is a one day show		

13-13--02-03 Addison Kaboom Town!: 150 watt floodlights					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$75.00	1 / each	\$75.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes: This is a clip Light		

13-13--02-04 Addison Kaboom Town!: String Light Placement					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$150.00	1 / each	\$150.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes: This is for a string of light for a rol of Tents		

13-13--02-05 Addison Kaboom Town!: 220-volt electrical power					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$150.00	1 / each	\$150.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes: This is for 220V 30A or 60A		

13-13--02-06 Addison Kaboom Town!: 10 ft. cable placement					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$45.00	1 / each	\$45.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes: This for any cable 10/5		

13-13--02-07 Addison Kaboom Town!: Tower Lights					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$150.00	1 / each	\$150.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes: This is for a light tower with 4 x 1000wat MV and Pick up & Delivery		

13-13--03-01 Addison Oktoberfest: Hourly rate per man hour for any work required but not specified					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$75.00	1 / each	\$75.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes: One hour per each man		

13-13--03-02 Addison Oktoberfest: 110-volt electrical power					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$150.00	1 / each	\$150.00		Y

Product Code:	Supplier Product Code:
Agency Notes:	Supplier Notes: One quad Boxes

13-13--03-03 Addison Oktoberfest: 150 watt floodlights					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$50.00	1 / each	\$50.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes: This is a Clip light		

13-13--03-04 Addison Oktoberfest: String light placement					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$75.00	1 / each	\$75.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes: This is for a String of Lights for a rol of Tents		

13-13--03-05 Addison Oktoberfest: 220-volt electrical power					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$150.00	1 / each	\$150.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes: This is a 220V 30Amp or 60A Power		

13-13--03-06 Addison Oktoberfest: 10 ft. cable placement					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$45.00	1 / each	\$45.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes: This is for all cable		

13-13--03-07 Addison Oktoberfest: Tower Lights					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Entertainment Services</u>	First Offer - \$350.00	1 / each	\$350.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes: This is Light Tower with 4 x 1000wat on each tower		

Supplier Totals

<u>Entertainment Services</u>		\$2,840.00 (22/22 items)
Bid Contact	Donnie Harris <u>donnie.harris@es-cat.com</u> Ph 214-869-7617	Address 3148 Quebec Street Dallas, TX 75247
Bid Notes	Total price for Taste of Addison with generators, Light Towers, Distro and Labor with out Fuel \$30,000.00. Total Price for the Kaboom 4th with Light Towers, Generators Distro and Labor With out Fuel \$10,000.00 Total Price for the Oktoberfest with A/C, Light Towers, Distro, Generators and Labor with out Fuel \$96,500.00	
Agency Notes:	Supplier Notes: Total price for Taste of Addison with generators, Light Towers, Distro and Labor with out Fuel \$30,000.00. Total Price for the Kaboom 4th with Light Towers, Generators Distro and Labor With out Fuel \$10,000.00 Total Price for the Oktoberfest with A/C, Light Towers, Distro, Generators and Labor with out Fuel \$96,500.00	

**

Entertainment Services

Bid Contact **Donnie Harris**
donnie.harris@es-cat.com
Ph 214-869-7617

Address **3148 Quebec Street**
Dallas, TX 75247

Bid Notes **Total price for Taste of Addison with generators, Light Towers, Distro and Labor with out Fuel \$30,000.00.**
Total Price for the Kaboom 4th with Light Towers, Generators Distro and Labor With out Fuel \$10,000.00
Total Price for the Oktoberfest with A/C, Light Towers, Distro, Generators and Labor with out Fuel \$96,500.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
13-13--01-01	Taste Addison: Hourly rate per man hour for any work required but not specified	Supplier Product Code: Supplier Notes: This is per hour per man that isn't on contract	First Offer - \$75.00	1 / each	\$75.00	Y
13-13--01-02	Taste Addison: 110-volt electrical power	Supplier Product Code: Supplier Notes: this is that the vender order for the show a quad box	First Offer - \$150.00	1 / each	\$150.00	Y
13-13--01-03	Taste Addison: 150 watt floodlights	Supplier Product Code: Supplier Notes: This is a clip light	First Offer - \$50.00	1 / each	\$50.00	Y
13-13--01-04	Taste Addison: String light placement	Supplier Product Code: Supplier Notes: This is a stringer of light for a row of Tents	First Offer - \$75.00	1 / each	\$75.00	Y
13-13--01-05	Taste Addison: 220-volt electrical power	Supplier Product Code: Supplier Notes: This is a 220Volt 30a to 60A	First Offer - \$150.00	1 / each	\$150.00	Y
13-13--01-06	Taste Addison: 10 Ft. Cable placement	Supplier Product Code: Supplier Notes: This is adding 10/5 cable Runs	First Offer - \$50.00	1 / each	\$50.00	Y
13-13--01-07	Taste Addison:	Supplier Product	First Offer - \$350.00	1 / each	\$350.00	Y

Tower Lights **Code:**
Supplier
Notes: This is
 Light Tower
 with 4 x 1000
 MV Light on
 each tower
 with pick up
 and delivery

Item #	Line Item	Notes	Unit Price	Lot Total Qty/Unit	Total Price	Attch. Docs
13-13--01-08	Taste Addison: Power to screen and speaker	Supplier Product Code: Supplier Notes: This is run a five wire set to a 100' from Stage	First Offer - \$300.00	1 / each	\$300.00	Y
					\$1,200.00	
13-13--02-01	Addison Kaboom Town!: Hourley rate per man hour for any work required but not specificd	Supplier Product Code: Supplier Notes: This is each hour per man	First Offer - \$75.00	1 / each	\$75.00	Y
13-13--02-02	Addison Kaboom Town!: 110-volt electrical power	Supplier Product Code: Supplier Notes: Kaboom is a one day show	First Offer - \$100.00	1 / each	\$100.00	Y
13-13--02-03	Addison Kaboom Town!: 150 watt floodlights	Supplier Product Code: Supplier Notes: This is a clip Light	First Offer - \$75.00	1 / each	\$75.00	Y
13-13--02-04	Addison Kaboom Town!: String Light Placement	Supplier Product Code: Supplier Notes: This is for a string of light for a rol of Tents	First Offer - \$150.00	1 / each	\$150.00	Y
13-13--02-05	Addison Kaboom Town!: 220-volt electrical power	Supplier Product Code: Supplier Notes: This is for 220V 30A or 60A	First Offer - \$150.00	1 / each	\$150.00	Y
13-13--02-06	Addison Kaboom Town!: 10 ft. cable placement	Supplier Product Code: Supplier Notes: This for any cable 10/5	First Offer - \$45.00	1 / each	\$45.00	Y
13-13--02-07	Addison Kaboom	Supplier Product Code:	First Offer - \$150.00	1 / each	\$150.00	Y

Town!:
Tower
Lights

Supplier
Notes: This is
for a light tower
with 4 x
1000wat MV
and Pick up &
Delivery

Item #	Line Item	Notes	Unit Price	Lot Total Qty/Unit	\$745.00 Total Price	Attch. Docs
13-13--03-01	Addison Oktoberfest: Hourly rate per man hour for any work required but not specified	Supplier Product Code: Supplier Notes: One hour per each man	First Offer - \$75.00	1 / each	\$75.00	Y
13-13--03-02	Addison Oktoberfest: 110-volt electrical power	Supplier Product Code: Supplier Notes: One quad Boxes	First Offer - \$150.00	1 / each	\$150.00	Y
13-13--03-03	Addison Oktoberfest: 150 watt floodlights	Supplier Product Code: Supplier Notes: This is a Clip light	First Offer - \$50.00	1 / each	\$50.00	Y
13-13--03-04	Addison Oktoberfest: String light placement	Supplier Product Code: Supplier Notes: This is for a String of Lights for a rol of Tents	First Offer - \$75.00	1 / each	\$75.00	Y
13-13--03-05	Addison Oktoberfest: 220-volt electrical power	Supplier Product Code: Supplier Notes: This is a 220V 30Amp or 60A Power	First Offer - \$150.00	1 / each	\$150.00	Y
13-13--03-06	Addison Oktoberfest: 10 ft. cable placement	Supplier Product Code: Supplier Notes: This is for all cable	First Offer - \$45.00	1 / each	\$45.00	Y
13-13--03-07	Addison Oktoberfest: Tower Lights	Supplier Product Code: Supplier Notes: This is Light Tower with 4 x 1000wat on each	First Offer - \$350.00	1 / each	\$350.00	Y

tower

Lot Total

\$895.00

Supplier Total **\$2,840.00**

Supplier: **Entertainment Services**

Bid No. 13-13 Supplemental Information - Mandatory

ADDISON OKTOBERFEST AIR-CONDITIONING

Please describe the type of air-conditioning system you are bidding and include photographs, if possible.

They are 20Ton A/C up right that mont in tent wall

Please describe method for condensation management:

We will use a 3/4" hose off of the A/C to you drain areas

Please include information pertaining to temporary power poles (if offered):

None

Comments of other per unit chargers:

Supplier: **Entertainment Services**

QUALIFICATION AND REFERENCE STATEMENT

BIDDER: Entertainment Services

COMPANY INFORMATION:

Number of years in business? **50**

Number of years at current location? **10**

Do you maintain a permanent commercial business office? **YES**

Have you or any present partners or officers failed to complete a contract: **NO** If yes, give name of owner and/or surety?

--

Can you be reached 24 hours a day (in an emergency)? **YES**

Pager# Cell Phone# **214-869-7617**

Answer Svc# **214-638-1400** Other#

CUSTOMER REFERENCES

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email
Town Of Addison	Barbara Kovacevich	972-450-2887	bkovacevich@addisontx.com
City of Richardson	Dan Baker	214-908-4430	dan.baker@richardsontx.gov
City of Dallas	Thomas Gooch	214-670-8581	thomas.gooch@dallascityhall.com
City of Bedford	Wendy Hartnett	817-952-2128	wendy.hartnett@bedfordtx.gov
Cowboys Stadium	Scott Woodrow	817-892-4147	swoodrow@dallascowboys.net

Supplier: **Entertainment Services**

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM WILL NOT BE COMPLIANT

Section I Company Profile

Name of Business: **Entertainment Services**

Business Address:

**3148 Quebec Street
Dallas, TX. 75247**

Contact Name: **Donnie Harris**

Phone#: **214-869-7617**

Fax#: **214-638-1427**

Email: **donnie.harris@es-cat.com**

Name(s) Title of Authorized Company Officers:

Phil Wessels

Vice President

Federal ID #: **59-0934246** W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order. **10**

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of **30** Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number and expire date

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: **Donnie Harris** Date: **3/4/13**

Title: **Sr.Account Executive**

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

1/29/13

Supplier: **Entertainment Services**

**Town of Addison
Indemnification Agreement**

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "**Owner Persons**" and each being an "**Owner Person**"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "**Claims**"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "**Contractor Persons**"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

- (i) **the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and**

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#: **13-13**

Company Name: **Entertainment Services**

Signature: **Donnie Harris** Date: **3/4/13**

Supplier: **Entertainment Services**

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, , Medical Expense 5,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# 13-13

Company: Entertainment Services

Printed Name: Donnie Harris

Signature: Donnie Harris Date: 3/4/13

Supplier: Entertainment Services

TERMS AND CONDITIONS

The purchase shall be governed by the following terms and conditions:

1. Compliance With Law; Applicable Law. Seller shall fully and timely provide all goods described in this Purchase Order (contract) in strict accordance with and subject to the terms, covenants, and conditions hereof and all applicable Federal, State, and local laws, rules, and regulations, as amended from time to time. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Dallas County, Texas, and the parties agree to submit to the exclusive personal jurisdiction of such courts. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
2. Seller to Package Goods. Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.
3. Shipment Under Reservation Prohibited. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
4. Title and Risk of Loss. Title and risk of loss of the goods will not pass to the City until the City actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.
5. Delivery Terms and Transportation Charges. Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. City shall have the right to designate what method of transportation shall be used to ship the goods. City assumes no liability for goods damaged while in transit and or delivered in a damaged condition. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the City of the same.
6. Right of Inspection and Rejection; Backorders. The City shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the City Purchasing Manager, may be cancelled by the City without liability of any kind whatsoever, and payment will not be made for such cancellations.
7. No Replacement of Defective Tender. Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and Seller shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, Seller may notify City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
8. Acceptance of Incomplete or Non-Conforming Goods. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, City prefers to accept such goods, City may do so. Seller shall pay all claims, costs, losses and damages attributable to City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, City may deduct such amounts as are necessary to compensate City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to City by Seller.
9. Invoices: Price Not Result of Competitive Bid.
 - (a) Seller shall submit separate invoices in duplicate on each purchase order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
 - (b) Invoices shall indicate the purchase order number and contract number, if applicable. Failure to put purchase order number on the delivery ticket and invoice may result in a delay in payment of invoices. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be mailed to Accounts Payable, Town of Addison, Texas, at P.O. Box 9010, Addison, Texas 75001-9010. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Seller's invoice.
 - (c) Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

(d) Payment will not be due until the above instruments are submitted after delivery and acceptance.

(e) If the price(s) for the order under this contract was not the result of a competitive bid, Seller affirms that the price(s) charged City are equal to or lower than the lowest price charged to other customers of Seller for the same or similar products and/or services, in similar or like quantities, in the Dallas/Fort Worth metroplex.

10. Payment

-

(a) All proper invoices received by the City will be paid within thirty (30) days of the City's receipt and acceptance of the goods or of the invoice, whichever is later, unless other terms are specified on the face of the purchase order in the original printing. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.

(b) If partial shipments or deliveries are authorized by the City, Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

(c) The City may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of: (i) delivery of defective or non-conforming goods by Seller, or (ii) failure of the Seller to submit proper invoices with all required attachments and supporting documentation, or (iii) failure of Seller to deliver quantity of goods ordered (payment will be made for actual quantities delivered).

(d) The City's payment obligations are payable only and solely from funds appropriated, budgeted, and available for the purpose of this purchase. The absence of appropriated and budgeted or other lawfully available funds shall render the contract null and void to the extent funds are not appropriated and budgeted or available and any goods delivered but unpaid shall be returned to Seller. The City shall provide the Seller written notice of the failure of the City to make an adequate appropriation and budget for any fiscal year to pay the amounts due under the contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract.

11. Warranty – Price

(a) Seller warrants the prices quoted in its bid are no higher than Seller's current prices on orders by others for like goods under similar terms of purchase.

(b) Seller certifies that the prices in Seller's bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

(c) In the event of any breach of this warranty, the prices of the items will be reduced to Seller's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Seller of any kind whatsoever. In addition to any other remedy available, the City may deduct from any amounts owed to Seller, or otherwise recover, any amounts paid for items in excess of Seller's current prices on orders by others for like goods under similar terms of purchase.

12. Warranty – Title. Without limiting any provision of law, Seller warrants that it has good and indefeasible title to all goods furnished hereunder, and that the goods are free and clear of all liens, claims, security interests and encumbrances. Seller shall indemnify and hold the City harmless from and against all adverse title claims to the goods.

13. Warranty - Goods. Seller will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of City. Seller warrants and represents that all goods sold the City shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the City's solicitation, to any samples furnished by Seller, to the terms, covenants and conditions of any contract in connection herewith, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the City's solicitation, the goods shall be new, and not recycled, used or reconditioned (and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

(a) Seller may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

(b) Unless otherwise specified in a contract and approved by the City in writing, the warranty period shall be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand either repair the defective or non-conforming goods, or replace the non-conforming or defective goods with fully conforming and non-defective goods, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by Seller. The City shall endeavor to give Seller written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights hereunder.

(c) If Seller is unable or unwilling to repair or replace defective or non-conforming goods as required by City, then in addition to any other available remedy, City may reduce the quantity of goods it may be required to purchase under the contract from Seller, and purchase conforming goods from other sources. In such event, Seller shall pay to City upon demand the increased cost, if any, incurred by the City to procure such goods from another source.

(d) If Seller is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to City. If for any reason the manufacturer's warranty cannot be fully transferred to City, Seller shall assist and cooperate with City to the fullest extent to enforce such manufacturer's warranty for the benefit of City.

14. Right to Assurance. Whenever one party to the contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of this contract.

15. Default. Seller shall be in default under this contract if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this contract, (b) fails to provide adequate assurance of performance as provided for herein, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16. Termination For Cause. In the event of a default by Seller, the City shall have the right to terminate this contract for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless Seller, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of Seller's default, including, without limitation, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by Seller, the City may remove Seller from the City's vendor list for a reasonable period of time as determined by the City (but not to exceed two (2) years) and any offer submitted by Seller may be disqualified for such reasonable period of time. All rights and remedies under the contract are cumulative and are not exclusive of any other right or remedy provided by law.

17. Termination Without Cause. City shall have the right to terminate this contract, in whole or in part, without cause any time upon thirty (30) days prior written notice to Seller. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to this contract, with such exceptions, if any, specified in the notice of termination. City shall pay Seller, to the extent of funds appropriated and budgeted or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

18. Delay. City may delay scheduled delivery or other due dates by written notice to Seller if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Seller shall negotiate an equitable adjustment for costs incurred by Seller in the contract price and execute an amendment to the contract. Seller must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse Seller from delaying the delivery as notified.

19. Indemnity.

(a) For purposes hereof: (i) "Claims" shall mean and include any and all claims, demands, suits, causes of action, judgments, penalties, fines, and liability of every character, type or description whatsoever, including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, and including attorney and other professional fees, for: (1) damage to or loss of the property of any person (including, but not limited to the City, Seller, their respective agents, officers, employees and subcontractors, and third parties), (2) death, bodily injury, illness, disease, worker's

compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of City, Seller, and third parties), (3) breach of contract, and (4) any other harm for which recovery of damages or any other remedy is sought; (ii) "Indemnified Persons" shall mean and include the City, and the City's officials, officers, employees, and agents; and (iii) "Fault" shall mean and include the sale or delivery of defective or non-conforming goods, any act or omission of negligence, any act or omission of gross negligence, any act or omission involving willful misconduct, or a breach of any legally imposed strict liability standard.

(b) Contractor shall defend (such defense being at the City's option), indemnify the Indemnified Persons against and hold the Indemnified Persons harmless from any and all Claims arising out of, incident to, concerning, or resulting from the Fault of Seller, its officers, employees, subcontractors, agents, and any person for whom Contractor is legally liable (together, "Seller Parties") hereunder, regardless of whether or not any Claims is caused in part by any of the Indemnified Persons. This obligation shall survive the termination of this contract.

20. Gratuity. City may, by written notice to Seller, cancel this contract without liability to Seller if it is determined by City that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of City with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract.

21. Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this contract shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the City shall be addressed to City at 5300 Belt Line Road, Addison, Texas _____ and marked to the attention of the City Finance Director.

22. No Warranty By City Against Infringement. As part of this contract, Seller agrees to ascertain whether goods manufactured according to the specifications for the goods will cause the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will City be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify City of that opinion. If City does not receive such notice and is subsequently held liable for infringement or the like, Seller shall defend, indemnify, and save City, its officials, officers, and employees harmless from and against any and all damages, liability, claims, expenses and costs in connection therewith; if Seller in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void, and neither City nor Seller shall have any liability one to the other.

23. Assignment. Seller shall not sell, assign, transfer or otherwise convey any interest, right, duty, or obligation in or under this contract in whole or in part without the prior written consent of the City. No assignment, transfer or other conveyance under this contract will be effective without the prior written consent of the City.

24. No Third-Party Beneficiary. For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Seller, or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

25. Waiver. The failure by either party to exercise any right, power, or option given to it by this contract, or to insist upon strict compliance with the terms of this contract, shall not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

25. Modifications. This contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Seller invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of this contract.

26. Independent contractor. Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

27. Interpretation. This contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this contract.

28. Severability. The invalidity, illegality, or unenforceability of any provision of this contract shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void or invalid provision shall be deemed severed from this contract and the balance of the contract shall be construed and enforced as if the contract did not contain the particular portion or provision held to be void. The parties further agree to reform the contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of

this section shall not prevent this entire contract from being void should a provision which is the essence of the contract be determined to be void.

29. Headings. The headings of this contract are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.
30. Conflict. When there is a conflict between the this purchase order (including, without limitation, these Terms and Conditions) and the Seller's invoice, this purchase order shall prevail.

Council Agenda Item: # R 2h

AGENDA CAPTION:

Consideration and approval of a bid for Dumpster Services (Bid No. 13-12) submitted by Moore Disposal in the amount of \$10,700 annually for a three year period beginning 2013 with the option to renew for two additional one year terms.

FINANCIAL IMPACT:

The proposed bid amount of \$10,700 is \$960.00 more than 2012; however, it is allocated within the FY13 budget. The following provides a brief overview of the bids and the attached document provides further detail.

Moore Disposal - \$10,700.00 Waste Management - \$16,546.00

BACKGROUND:

The bid was sent to 7 companies and was advertised for two weeks in The Dallas Morning News and on Bid Sync. Two bids were received. Bidders submitted a bid for a total quantity of dumpster services for all events. Moore Disposal has successfully provided Dumpster Services for previous Addison special events. While the bid pricing is effective for three years, with the option to renew for two additional one year terms the Town may cancel the agreement without cause at anytime.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

 [2013 Dumpster Contract](#)

Type:

Backup Material

**Bid Tabulation Packet
for
Solicitation 13-12**

Dumpster Rentals and Services - Addison Special Events

Bid designation: Public

A handwritten logo for the Town of Addison. The word "Addison!" is written in a cursive, black ink style. A small registered trademark symbol (®) is located at the end of the word.

Town of Addison

Bid #13-12 - Dumpster Rentals and Services - Addison Special Events

Creation Date **Feb 11, 2013**End Date **Mar 5, 2013 10:00:00 AM CST**Start Date **Feb 18, 2013 8:29:41 AM CST**Awarded Date **Not Yet Awarded**

13-12--01-01 Roll-Off Trash Containers					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MOORE DISPOSAL INC [Ad]	First Offer - \$240.00	4 / each	\$960.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Waste Management [Ad]	First Offer - \$928.20	4 / each	\$3,712.80		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: Price includes up to 6 tons. Unit price may decrease if load is lighter than 6 tons.		

13-12--01-02 Roll-Off Trash Container					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MOORE DISPOSAL INC [Ad]	First Offer - \$240.00	1 / each	\$240.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Waste Management [Ad]	First Offer - \$1,320.80	1 / each	\$1,320.80		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: Price includes up to 6 tons. Unit price may decrease if load is lighter than 6 tons.		

13-12--01-03 Roll-off Recycling Container					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MOORE DISPOSAL INC [Ad]	First Offer - \$220.00	1 / each	\$220.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Waste Management [Ad]	First Offer - \$434.20	1 / each	\$434.20		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: Price includes up to 6 tons. Unit price may decrease if load is lighter than 6 tons.		

13-12--01-04 Roll-Off Trash Container					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MOORE DISPOSAL INC [Ad]	First Offer - \$240.00	6 / each	\$1,440.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Waste Management [Ad]	First Offer - \$535.60	6 / each	\$3,213.60		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: Price includes up to 6 tons. Unit price may decrease if load is lighter than 6 tons.		

13-12--01-05 Roll-Off Recycling Container					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
MOORE DISPOSAL INC [Ad]	First Offer - \$220.00	1 / each	\$220.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Waste Management [Ad]	First Offer - \$434.20	1 / each	\$434.20		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: Price includes up to 6 tons. Unit price may decrease if load is lighter than 6 tons.		

13-12--01-06 Roll-Off Trash Container					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>MOORE DISPOSAL INC [Ad]</u>	First Offer - \$240.00	4 / each	\$960.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Waste Management [Ad]</u>	First Offer - \$1,320.80	4 / each	\$5,283.20		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Price includes up to 6 tons. Unit price may decrease if load is lighter than 6 tons.			

13-12--01-07 Roll-Off Trash Container					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>MOORE DISPOSAL INC [Ad]</u>	First Offer - \$240.00	1 / each	\$240.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Waste Management [Ad]</u>	First Offer - \$1,713.40	1 / each	\$1,713.40		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Price includes up to 6 tons. Unit price may decrease if load is lighter than 6 tons.			

13-12--01-08 Roll-Off Recycling Container					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>MOORE DISPOSAL INC [Ad]</u>	First Offer - \$220.00	1 / each	\$220.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Waste Management [Ad]</u>	First Offer - \$434.20	1 / each	\$434.20		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Price includes up to 6 tons. Unit price may decrease if load is lighter than 6 tons.			

13-12--01-09 Miscellaneous					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Waste Management [Ad]</u>	First Offer - \$221.00	1 / each	\$221.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Haul charge only. Does not include tonnage.			
<u>MOORE DISPOSAL INC [Ad]</u>	First Offer - \$240.00	1 / each	\$240.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Supplier Totals

<u>MOORE DISPOSAL INC [Ad]</u>		\$4,740.00 (9/9 items)
Bid Contact STEVE MOORE <u>cschiff@mooredisposal.com</u> Ph 214-357-4355	Address 2128 HAWES DALLAS, TX 75235	
Agency Notes:	Supplier Notes:	
<u>Waste Management [Ad]</u>		\$16,767.40 (9/9 items)
Bid Contact Steve Crawford <u>mmarchese@wm.com</u> Ph 904-753-1482	Address 720 E butterfield road lombard, IL 60148	
Bid Notes Please contact Joe Jaynes at: P: (214) 995-5651 E: jjaynes@wm.com		
Agency Notes:	Supplier Notes: Please contact Joe Jaynes at: P: (214) 995-5651 E: jjaynes@wm.com	

MOORE DISPOSAL INC

Bid Contact **STEVE MOORE**
cschiff@mooredisposal.com
Ph 214-357-4355

Address **2128 HAWES**
DALLAS, TX 75235

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
13-12--01-01	Roll-Off Trash Containers	Supplier Product Code:	First Offer - \$240.00	4 / each	\$960.00	Y
13-12--01-02	Roll-Off Trash Container	Supplier Product Code:	First Offer - \$240.00	1 / each	\$240.00	Y
13-12--01-03	Roll-off Recycling Container	Supplier Product Code:	First Offer - \$220.00	1 / each	\$220.00	Y
13-12--01-04	Roll-Off Trash Container	Supplier Product Code:	First Offer - \$240.00	6 / each	\$1,440.00	Y
13-12--01-05	Roll-Off Recycling Container	Supplier Product Code:	First Offer - \$220.00	1 / each	\$220.00	Y
13-12--01-06	Roll-Off Trash Container	Supplier Product Code:	First Offer - \$240.00	4 / each	\$960.00	Y
13-12--01-07	Roll-Off Trash Container	Supplier Product Code:	First Offer - \$240.00	1 / each	\$240.00	Y
13-12--01-08	Roll-Off Recycling Container	Supplier Product Code:	First Offer - \$220.00	1 / each	\$220.00	Y
13-12--01-09	Miscellaneous	Supplier Product Code:	First Offer - \$240.00	1 / each	\$240.00	Y
Supplier Total					\$4,740.00	

Supplier: **MOORE DISPOSAL INC**

**Town of Addison
Indemnification Agreement**

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons" and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

- (i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#:

Company Name:

Signature: Date:

Supplier: **MOORE DISPOSAL INC**

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, , Medical Expense 5,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid#

Company:

Printed Name:

Signature: Date:

Supplier: **MOORE DISPOSAL INC**

QUALIFICATION AND REFERENCE STATEMENT

BIDDER: Moore Disposal Corp

COMPANY INFORMATION:

Number of years in business? **22**

Number of years at current location? **22**

Do you maintain a permanent commercial business office? **YES**

Have you or any present partners or officers failed to complete a contract: **No** If yes, give name of owner and/or surety?

--

Can you be reached 24 hours a day (in an emergency)? **YES**

Pager# Cell Phone# **214-325-9369**

Answer Svc# **214-357-4357** Other#

CUSTOMER REFERENCES

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email
Town of Addison			
State Fair of Texas	Bob Hilbun	214-421-8764	bhilbun@bigtex.com
Lukes Locker	Matt Lucas		mattlucas@lukeslocker.com
Desperados / St Patricks Parade	Jake Levy	214-534-7836	
Stans Blue Note / ST Patrecks BLK Party	Steve Betzleburger	214-796-0340	

Supplier: MOORE DISPOSAL INC

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM WILL NOT BE COMPLIANT

Section I Company Profile

Name of Business: **Moore Disposal**

Business Address:

**2128 Hawes Ave
Dallas Tx 75235**

Contact Name: **Calvin Schiff**

Phone#: **214-325-9369**

Fax#: **214-353-0329**

Email: **cschiff@mooredisposal.com**

Name(s) Title of Authorized Company Officers:

**Steve Moore , Pres
Theresa Schiff , VP**

Federal ID #: **752394682** W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

**1720 Regal Row # 126
Dallas TX 75235**

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any

addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of 120 Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number and expire date

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: Date:

Title:

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

1/29/13

Supplier: MOORE DISPOSAL INC

TERMS AND CONDITIONS

The purchase shall be governed by the following terms and conditions:

1. Compliance With Law: Applicable Law. Seller shall fully and timely provide all goods described in this Purchase Order (contract) in strict accordance with and subject to the terms, covenants, and conditions hereof and all applicable Federal, State, and local laws, rules, and regulations, as amended from time to time. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Dallas County, Texas, and the parties agree to submit to the exclusive personal jurisdiction of such courts. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
2. Seller to Package Goods. Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.
3. Shipment Under Reservation Prohibited. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
4. Title and Risk of Loss. Title and risk of loss of the goods will not pass to the City until the City actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.
5. Delivery Terms and Transportation Charges. Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. City shall have the right to designate what method of transportation shall be used to ship the goods. City assumes no liability for goods damaged while in transit and or delivered in a damaged condition. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the City of the same.
6. Right of Inspection and Rejection: Backorders. The City shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the City Purchasing Manager, may be cancelled by the City without liability of any kind whatsoever, and payment will not be made for such cancellations.
7. No Replacement of Defective Tender. Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and Seller shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, Seller may notify City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
8. Acceptance of Incomplete or Non-Conforming Goods. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, City prefers to accept such goods, City may do so. Seller shall pay all claims, costs, losses and damages attributable to City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, City may deduct such amounts as are necessary to compensate City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to City by Seller.
9. Invoices: Price Not Result of Competitive Bid.
 - (a) Seller shall submit separate invoices in duplicate on each purchase order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
 - (b) Invoices shall indicate the purchase order number and contract number, if applicable. Failure to put purchase order number on the delivery ticket and invoice may result in a delay in payment of invoices. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be mailed to Accounts Payable, Town of Addison, Texas, at P.O. Box 9010, Addison, Texas 75001-9010. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Seller's invoice.
 - (c) Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

(d) Payment will not be due until the above instruments are submitted after delivery and acceptance.

(e) If the price(s) for the order under this contract was not the result of a competitive bid, Seller affirms that the price(s) charged City are equal to or lower than the lowest price charged to other customers of Seller for the same or similar products and/or services, in similar or like quantities, in the Dallas/Fort Worth metroplex.

10. Payment

-

(a) All proper invoices received by the City will be paid within thirty (30) days of the City's receipt and acceptance of the goods or of the invoice, whichever is later, unless other terms are specified on the face of the purchase order in the original printing. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.

(b) If partial shipments or deliveries are authorized by the City, Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

(c) The City may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of: (i) delivery of defective or non-conforming goods by Seller, or (ii) failure of the Seller to submit proper invoices with all required attachments and supporting documentation, or (iii) failure of Seller to deliver quantity of goods ordered (payment will be made for actual quantities delivered).

(d) The City's payment obligations are payable only and solely from funds appropriated, budgeted, and available for the purpose of this purchase. The absence of appropriated and budgeted or other lawfully available funds shall render the contract null and void to the extent funds are not appropriated and budgeted or available and any goods delivered but unpaid shall be returned to Seller. The City shall provide the Seller written notice of the failure of the City to make an adequate appropriation and budget for any fiscal year to pay the amounts due under the contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract.

11. Warranty – Price

(a) Seller warrants the prices quoted in its bid are no higher than Seller's current prices on orders by others for like goods under similar terms of purchase.

(b) Seller certifies that the prices in Seller's bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

(c) In the event of any breach of this warranty, the prices of the items will be reduced to Seller's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Seller of any kind whatsoever. In addition to any other remedy available, the City may deduct from any amounts owed to Seller, or otherwise recover, any amounts paid for items in excess of Seller's current prices on orders by others for like goods under similar terms of purchase.

12. Warranty – Title. Without limiting any provision of law, Seller warrants that it has good and indefeasible title to all goods furnished hereunder, and that the goods are free and clear of all liens, claims, security interests and encumbrances. Seller shall indemnify and hold the City harmless from and against all adverse title claims to the goods.

13. Warranty - Goods. Seller will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of City. Seller warrants and represents that all goods sold the City shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the City's solicitation, to any samples furnished by Seller, to the terms, covenants and conditions of any contract in connection herewith, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the City's solicitation, the goods shall be new, and not recycled, used or reconditioned (and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

(a) Seller may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

(b) Unless otherwise specified in a contract and approved by the City in writing, the warranty period shall be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand either repair the defective or non-conforming goods, or replace the non-conforming or defective goods with fully conforming and non-defective goods, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by Seller. The City shall endeavor to give Seller written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights hereunder.

(c) If Seller is unable or unwilling to repair or replace defective or non-conforming goods as required by City, then in addition to any other available remedy, City may reduce the quantity of goods it may be required to purchase under the contract from Seller, and purchase conforming goods from other sources. In such event, Seller shall pay to City upon demand the increased cost, if any, incurred by the City to procure such goods from another source.

(d) If Seller is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to City. If for any reason the manufacturer's warranty cannot be fully transferred to City, Seller shall assist and cooperate with City to the fullest extent to enforce such manufacturer's warranty for the benefit of City.

14. Right to Assurance. Whenever one party to the contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of this contract.

15. Default. Seller shall be in default under this contract if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this contract, (b) fails to provide adequate assurance of performance as provided for herein, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16. Termination For Cause. In the event of a default by Seller, the City shall have the right to terminate this contract for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless Seller, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of Seller's default, including, without limitation, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by Seller, the City may remove Seller from the City's vendor list for a reasonable period of time as determined by the City (but not to exceed two (2) years) and any offer submitted by Seller may be disqualified for such reasonable period of time. All rights and remedies under the contract are cumulative and are not exclusive of any other right or remedy provided by law.

17. Termination Without Cause. City shall have the right to terminate this contract, in whole or in part, without cause any time upon thirty (30) days prior written notice to Seller. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to this contract, with such exceptions, if any, specified in the notice of termination. City shall pay Seller, to the extent of funds appropriated and budgeted or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

18. Delay. City may delay scheduled delivery or other due dates by written notice to Seller if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Seller shall negotiate an equitable adjustment for costs incurred by Seller in the contract price and execute an amendment to the contract. Seller must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse Seller from delaying the delivery as notified.

19. Indemnity.

(a) For purposes hereof: (i) "Claims" shall mean and include any and all claims, demands, suits, causes of action, judgments, penalties, fines, and liability of every character, type or description whatsoever, including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, and including attorney and other professional fees, for: (1) damage to or loss of the property of any person (including, but not limited to the City, Seller, their respective agents, officers, employees and subcontractors, and third parties), (2) death, bodily injury, illness, disease, worker's

compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of City, Seller, and third parties), (3) breach of contract, and (4) any other harm for which recovery of damages or any other remedy is sought; (ii) "Indemnified Persons" shall mean and include the City, and the City's officials, officers, employees, and agents; and (iii) "Fault" shall mean and include the sale or delivery of defective or non-conforming goods, any act or omission of negligence, any act or omission of gross negligence, any act or omission involving willful misconduct, or a breach of any legally imposed strict liability standard.

(b) Contractor shall defend (such defense being at the City's option), indemnify the Indemnified Persons against and hold the Indemnified Persons harmless from any and all Claims arising out of, incident to, concerning, or resulting from the Fault of Seller, its officers, employees, subcontractors, agents, and any person for whom Contractor is legally liable (together, "Seller Parties") hereunder, regardless of whether or not any Claims is caused in part by any of the Indemnified Persons. This obligation shall survive the termination of this contract.

20. Gratuity. City may, by written notice to Seller, cancel this contract without liability to Seller if it is determined by City that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of City with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract.

21. Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this contract shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the City shall be addressed to City at 5300 Belt Line Road, Addison, Texas _____ and marked to the attention of the City Finance Director.

22. No Warranty By City Against Infringement. As part of this contract, Seller agrees to ascertain whether goods manufactured according to the specifications for the goods will cause the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will City be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify City of that opinion. If City does not receive such notice and is subsequently held liable for infringement or the like, Seller shall defend, indemnify, and save City, its officials, officers, and employees harmless from and against any and all damages, liability, claims, expenses and costs in connection therewith; if Seller in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void, and neither City nor Seller shall have any liability one to the other.

23. Assignment. Seller shall not sell, assign, transfer or otherwise convey any interest, right, duty, or obligation in or under this contract in whole or in part without the prior written consent of the City. No assignment, transfer or other conveyance under this contract will be effective without the prior written consent of the City.

24. No Third-Party Beneficiary. For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Seller, or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

25. Waiver. The failure by either party to exercise any right, power, or option given to it by this contract, or to insist upon strict compliance with the terms of this contract, shall not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

25. Modifications. This contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Seller invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of this contract.

26. Independent contractor. Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

27. Interpretation. This contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this contract.

28. Severability. The invalidity, illegality, or unenforceability of any provision of this contract shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void or invalid provision shall be deemed severed from this contract and the balance of the contract shall be construed and enforced as if the contract did not contain the particular portion or provision held to be void. The parties further agree to reform the contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of

this section shall not prevent this entire contract from being void should a provision which is the essence of the contract be determined to be void.

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

30. Conflict. When there is a conflict between the this purchase order (including, without limitation, these Terms and Conditions) and the Seller's invoice, this purchase order shall prevail.

Council Agenda Item: # R 2i

AGENDA CAPTION:

Consideration and approval of a bids for Stage, Sound & Lighting Services (Bid No. 13-16) submitted by Onstage Systems in the amount of \$77,050 annually for Taste Addison and Executive Lighting & Sound Productions in the amount of \$34,854 annually for Summer Series and Oktoberfest. Bids are for a three year period beginning 2013 with the option to renew for two additional one year terms.

FINANCIAL IMPACT:

The proposed bid amounts totaling \$111,904 is \$1,223.45 less than 2012 and is allocated within the FY13 budget. The following provides a brief overview of the bids and the attached document provides further detail.

Onstage - bid on all events except Summer Series totaling \$99,900; however, low bid on two events (Taste Addison and Kaboom Town) totaling \$77,050

ELS -- bid only on Summer Series and Oktoberfest totaling \$34,854

Sound Mind Events -- bid on all events totaling \$171,696

BACKGROUND:

The bid was sent to four companies and was advertised for two weeks in The Dallas Morning News and on Bid Sync. Bids were received from three companies. The bid was divided into four sections (Taste Addison, Summer Series, Kaboom Town and Oktoberfest) that can be awarded by section or in total. Bidders submitted a bid for a total quantity of stage, sound and lighting equipment and services. Onstage and ELS have successfully provided stage, sound and lighting services for previous Addison special events. While the bid pricing is effective for three years with the option to renew for two additional one year terms, the Town may cancel the agreement without cause at anytime.

RECOMMENDATION:

Staff recommends approval of the bids as follows:
Onstage - Taste Addison and Oktoberfest -- \$77,050

ELS -- Summer Series and Oktoberfest -- \$34,854

Total expenditure of \$111,904.00

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

 [2013 Stage & Lighting Contract](#)

Type:

Backup Material

**Bid Tabulation Packet
for
Solicitation 13-16**

Stage, Sound Equipment and Lighting Rental

Bid designation: Public

A handwritten logo in black ink that reads "Addison!". The word is written in a cursive, slanted style with a small registered trademark symbol (®) at the end.

Town of Addison

Bid #13-16 - Stage, Sound Equipment and Lighting Rental

Creation Date **Feb 12, 2013**End Date **Mar 5, 2013 10:00:00 AM CST**Start Date **Feb 18, 2013 8:29:41 AM CST**Awarded Date **Not Yet Awarded**

13-16--01-01 Taste Addison: Main Stage Equipment and Operators					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Dallas Backup, Inc./DBA Onstage Systems [Ad]	First Offer - \$21,000.00	1 / each	\$21,000.00		Y
Product Code: Agency Notes:		Supplier Product Code: SOUND EQUIPMENT Supplier Notes: Based on the order of the bid document - I believe this is for the Main Stage audio Equipment. If not, please note this is our cost for the sound system, all labor & transportation.			
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$30,132.00	1 / each	\$30,132.00	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-16--01-02 Taste Addison: Main Stage Lighting					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Dallas Backup, Inc./DBA Onstage Systems [Ad]	First Offer - \$6,500.00	1 / each	\$6,500.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$8,104.00	1 / each	\$8,104.00	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-16--01-03 Taste Addison: Main Stage Equipment					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$15,440.00	1 / each	\$15,440.00	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Pricing includes labor to setup and strike rooftop.			
Dallas Backup, Inc./DBA Onstage Systems [Ad]	First Offer - \$18,750.00	1 / each	\$18,750.00	Y	Y
Product Code: Agency Notes:		Supplier Product Code: MAIN STAGE & ROOF BID Supplier Notes: Your concrete pad is only large enough for us to install a 44'x44' rooftop. Price quoted is for the roof which fits that area. The 60' x 40', which would not fit the sound wings & led wall would cost an additional \$ 2000			

13-16--01-04 Taste Addison: Bowl stage sound equipment					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Dallas Backup, Inc./DBA Onstage Systems [Ad]	First Offer - \$3,500.00	1 / each	\$3,500.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$3,972.00	1 / each	\$3,972.00	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-16--01-05 Taste Addison: Bowl stage equipment					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Dallas Backup, Inc./DBA Onstage Systems [Ad]	First Offer - \$100.00	1 / each	\$100.00		Y
Product Code:		Supplier Product Code:			

Agency Notes:		Supplier Notes:	
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$384.00	1 / each	\$384.00
Product Code:		Supplier Product Code:	
Agency Notes:		Supplier Notes:	

13-16--01-06 Taste Addison: Children's stage					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Dallas Backup, Inc./DBA Onstage Systems [Ad]	First Offer - \$1,350.00	1 / each	\$1,350.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$1,672.00	1 / each	\$1,672.00	Y	Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-16--01-07 Taste Addison: Children's stage sound equipment					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Dallas Backup, Inc./DBA Onstage Systems [Ad]	First Offer - \$1,200.00	1 / each	\$1,200.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$3,928.00	1 / each	\$3,928.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-16--01-08 Taste Addison: Children's stage lighting					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Dallas Backup, Inc./DBA Onstage Systems [Ad]	First Offer - \$700.00	1 / each	\$700.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes: One spotlight with LED lights to wash stage & reduce power needs.		
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$924.00	1 / each	\$924.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-16--01-09 Taste Addison: Children's stage operator					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$960.00	1 / each	\$960.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
Dallas Backup, Inc./DBA Onstage Systems [Ad]	First Offer - \$1,400.00	1 / each	\$1,400.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes: Cost on sound operator for 1 day install & 3 show days		

13-16--02-01 KABOOM TOWN!: Stage as specified					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Dallas Backup, Inc./DBA Onstage Systems [Ad]	First Offer - \$8,000.00	1 / each	\$8,000.00	Y	Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes: Roof is 44' x 44' - to fit on concrete pad. 60' x 40' roof has never been used for this event. Image from Addison's library. Rooftop safety is our priority. All techs have been to extensive safety training in Ventura, CA after the Indiana State fair incident to ensure proper procedures are followed. Additionally, all Onstage systems rooftops have been re-certified by engineers in 2012 for safety and new weight regulations.		

Production Experience, Inc. DBA Sound Mind Events	First Offer - \$15,256.00	1 / each	\$15,256.00	Y	Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-16--02-02 KABOOM TOWN!: Personnel					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$5,400.00	1 / each	\$5,400.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: {I'm not sure I understand this - and as such, have included stage and rooftop build labor in the Item#1 area, audio and lighting build labor in their areas, and have only quoted technician labor here}		
Dallas Backup, Inc./DBA Onstage Systems [Ad]	First Offer - \$5,900.00	1 / each	\$5,900.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-16--02-03 KABOOM TOWN!: Sound Equipment					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Dallas Backup, Inc./DBA Onstage Systems [Ad]	First Offer - \$5,700.00	1 / each	\$5,700.00	Y	Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$12,821.00	1 / each	\$12,821.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: THIS QUOTE RECEIVED A 10% DISCOUNT		

13-16--02-04 KABOOM TOWN!: Lighting Equipment					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Dallas Backup, Inc./DBA Onstage Systems [Ad]	First Offer - \$2,950.00	1 / each	\$2,950.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$7,317.00	1 / each	\$7,317.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: THIS QUOTE RECEIVED A 10% DISCOUNT		

13-16--03-01 JULY JAZZ, SONGWRITER SATURDAYS,: Stage					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$412.00	1 / each	\$412.00	Y	Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: THIS IS QUOTED PER EVENT		
Executive Lighting & Sound Productions	First Offer - \$2,304.00	1 / each	\$2,304.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-16--03-02 JULY JAZZ, SONGWRITER SATURDAYS,: Personnel					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$640.00	1 / each	\$640.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: THIS IS QUOTED PER EVENT		
Executive Lighting & Sound Productions	First Offer - \$3,600.00	1 / each	\$3,600.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-16--03-03 JULY JAZZ, SONGWRITER SATURDAYS,: Sound Equipment					
--	--	--	--	--	--

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$1,828.00	1 / each	\$1,828.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: THIS QUOTE IS PER EVENT			
Executive Lighting & Sound Productions	First Offer - \$8,850.00	1 / each	\$8,850.00	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-16--03-04 JULY JAZZ, SONGWRITER SATURDAYS,: Lighting Equipment					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$387.00	1 / each	\$387.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: THIS IS QUOTED PER EVENT			
Executive Lighting & Sound Productions	First Offer - \$3,600.00	1 / each	\$3,600.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-16--04-01 OKTOBERFEST: Main Stage Sound Equipment					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$3,652.00	1 / each	\$3,652.00	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Executive Lighting & Sound Productions	First Offer - \$3,800.00	1 / each	\$3,800.00	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Dallas Backup, Inc./DBA Onstage Systems [Ad]	First Offer - \$6,150.00	1 / each	\$6,150.00	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-16--04-02 OKTOBERFEST: Main Stage Lighting					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$1,260.00	1 / each	\$1,260.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Executive Lighting & Sound Productions	First Offer - \$1,800.00	1 / each	\$1,800.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Dallas Backup, Inc./DBA Onstage Systems [Ad]	First Offer - \$1,900.00	1 / each	\$1,900.00	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-16--04-03 OKTOBERFEST: Main Stage					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Executive Lighting & Sound Productions	First Offer - \$1,000.00	1 / each	\$1,000.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Dallas Backup, Inc./DBA Onstage Systems [Ad]	First Offer - \$1,550.00	1 / each	\$1,550.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$3,152.00	1 / each	\$3,152.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-16--04-04 OKTOBERFEST: Children's stage					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

<u>Executive Lighting & Sound Productions</u>	First Offer - \$500.00	1 / each	\$500.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Dallas Backup, Inc./DBA Onstage Systems [Ad]</u>	First Offer - \$650.00	1 / each	\$650.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Production Experience, Inc. DBA Sound Mind Events</u>	First Offer - \$1,480.00	1 / each	\$1,480.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-16--04-05 OKTOBERFEST: Children's Stage Sound Equipment					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Executive Lighting & Sound Productions</u>	First Offer - \$1,000.00	1 / each	\$1,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Production Experience, Inc. DBA Sound Mind Events</u>	First Offer - \$1,068.00	1 / each	\$1,068.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Dallas Backup, Inc./DBA Onstage Systems [Ad]</u>	First Offer - \$1,300.00	1 / each	\$1,300.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-16--04-06 OKTOBERFEST: Children's Stage Lighting					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Executive Lighting & Sound Productions</u>	First Offer - \$600.00	1 / each	\$600.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Production Experience, Inc. DBA Sound Mind Events</u>	First Offer - \$604.00	1 / each	\$604.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Dallas Backup, Inc./DBA Onstage Systems [Ad]</u>	First Offer - \$750.00	1 / each	\$750.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-16--04-07 OKTOBERFEST: Bowl Stage Sound Equipment					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Executive Lighting & Sound Productions</u>	First Offer - \$1,600.00	1 / each	\$1,600.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Production Experience, Inc. DBA Sound Mind Events</u>	First Offer - \$1,832.00	1 / each	\$1,832.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Dallas Backup, Inc./DBA Onstage Systems [Ad]</u>	First Offer - \$3,100.00	1 / each	\$3,100.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-16--04-08 OKTOBERFEST: Bowl Stage Lighting					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Production Experience, Inc. DBA Sound Mind Events</u>	First Offer - \$528.00	1 / each	\$528.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Dallas Backup, Inc./DBA Onstage Systems [Ad]</u>	First Offer - \$1,000.00	1 / each	\$1,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Executive Lighting & Sound Productions</u>	First Offer - \$1,000.00	1 / each	\$1,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-16--04-09 OKTOBERFEST: Oktoberfest Personnel					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$5,760.00	1 / each	\$5,760.00	Y	Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Executive Lighting & Sound Productions	First Offer - \$7,500.00	1 / each	\$7,500.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Dallas Backup, Inc./DBA Onstage Systems [Ad]	First Offer - \$8,950.00	1 / each	\$8,950.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: Includes 2 sound techs for main stage (needed), 1 sound tech for Bowl/Children's stage. Includes 2 Light techs, 1 staging tech and all stage hand labor for install & dismantle		

13-16--04-10 OKTOBERFEST: Scaffold Towers					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Executive Lighting & Sound Productions	First Offer - \$100.00	2 / each	\$200.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$156.00	2 / each	\$312.00	Y	Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Dallas Backup, Inc./DBA Onstage Systems [Ad]	First Offer - \$250.00	2 / each	\$500.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-16--05-01 Discount : Discount if awarded more than one section					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$0.00	1 / each	\$0.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: ALL DISCOUNTS HAVE BEEN GIVEN ON EACH QUOTE		
Dallas Backup, Inc./DBA Onstage Systems [Ad]	First Offer - \$2,500.00	1 / each	\$2,500.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: If awarded three events, \$3000 total discount will be given. Not per show, but total.. \$ 1650 TOA, \$800 Oktoberfest & \$550 Kaboom		
Executive Lighting & Sound Productions	First Offer - \$2,500.00	1 / each	\$2,500.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-16--05-02 Discount : Grand Total					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Production Experience, Inc. DBA Sound Mind Events	First Offer - \$0.00	1 / each	\$0.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: ALL DISCOUNTS HAVE BEEN GIVEN ON EACH QUOTE		

Supplier Totals

Production Experience, Inc. DBA Sound Mind Events	\$129,225.00 (29/29 items)
Bid Contact Robert Chapman robert@soundmindevents.com Ph 214-755-6396	Address PO Box 3763 McKinney, TX 75070

Bid Notes EACH IF THESE BIDS INCLUDES A 20% DISCOUNT	
Agency Notes:	Supplier Notes: EACH IF THESE BIDS INCLUDES A 20% DISCOUNT
<hr/>	
<u>Dallas Backup, Inc./DBA Onstage Systems [Ad]</u> \$105,400.00 (24/29 items)	
Bid Contact Charles Belcher <u>charlesb@onstagesystems.com</u> Ph 972-686-4488 Fax 972-686-7732	Address 10930 Petal Street Dallas, TX 75238
Agency Notes:	Supplier Notes:
<hr/>	
<u>Executive Lighting & Sound Productions</u> \$39,854.00 (15/29 items)	
Bid Contact Thomas Murray <u>els.murray@sbcglobal.net</u> Ph 214-704-2075	Address P.O. Box 141108 Dallas, TX 75214
Agency Notes:	Supplier Notes:

**

Dallas Backup, Inc./DBA Onstage Systems

Bid Contact **Charles Belcher**
charlesb@onstagesystems.com
Ph 972-686-4488
Fax 972-686-7732

Address **10930 Petal Street**
Dallas, TX 75238

Item #	Line Item Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
13-16--01-01	Taste Addison: Main Stage Equipment and Operators Supplier Product Code: SOUND Supplier Notes: Based on the order of the bid document - I believe this is for the Main Stage audio Equipment. If not, please note this is our cost for the sound system, all labor & transportation.	First Offer - \$21,000.00	1 / each	\$21,000.00		Y
13-16--01-02	Taste Addison: Main Stage Lighting Supplier Product Code:	First Offer - \$6,500.00	1 / each	\$6,500.00		Y
13-16--01-03	Taste Addison: Main Stage Equipment Supplier Product Code: MAIN STAGE & ROOF BID Supplier Notes: Your concrete pad is only large enough for us to install a 44'x44' rooftop. Price quoted is for the roof which fits that area. The 60' x 40', which would not fit the sound wings & led wall would cost an additional \$ 2000	First Offer - \$18,750.00	1 / each	\$18,750.00	Y	Y
13-16--01-04	Taste Addison: Bowl stage sound equipment Supplier Product Code:	First Offer - \$3,500.00	1 / each	\$3,500.00		Y
13-16--01-05	Taste Supplier	First Offer - \$100.00	1 / each	\$100.00		Y

Addison: **Product**
Bowl stage **Code:**
equipment

13-16--01-06	Taste Addison: Children's stage	Supplier Product Code:	First Offer - \$1,350.00	1 / each	\$1,350.00	Y
13-16--01-07	Taste Addison: Children's stage sound equipment	Supplier Product Code:	First Offer - \$1,200.00	1 / each	\$1,200.00	Y
13-16--01-08	Taste Addison: Children's stage lighting	Supplier Product Code: Supplier Notes: One spotlight with LED lights to wash stage & reduce power needs.	First Offer - \$700.00	1 / each	\$700.00	Y
13-16--01-09	Taste Addison: Children's stage operator	Supplier Product Code: Supplier Notes: Cost on sound operator for 1 day install & 3 show days	First Offer - \$1,400.00	1 / each	\$1,400.00	Y

Item #	Line Item Notes	Unit Price	Lot Total Qty/Unit	\$54,500.00 Total Price	Attch.	Docs
13-16--02-01	KABOOM TOWN! Stage as specified	Supplier Product Code: Supplier Notes: Roof is 44' x 44' - to fit on concrete pad. 60' x 40' roof has never been used for this event. Image from Addison's library. Rooftop safety is our priority. All techs have been to extensive safety training in Ventura, CA after the Indiana State fair incident to ensure proper procedures are followed. Additionally,	First Offer - \$8,000.00	1 / each	\$8,000.00	Y Y

all Onstage systems rooftops have been re-certified by engineers in 2012 for safety and new weight regulations.

13-16--02-02	KABOOM TOWN!: Personnel	Supplier Product Code:	First Offer - \$5,900.00	1 / each	\$5,900.00	Y	
13-16--02-03	KABOOM TOWN!: Sound Equipment	Supplier Product Code:	First Offer - \$5,700.00	1 / each	\$5,700.00	Y	Y
13-16--02-04	KABOOM TOWN!: Lighting Equipment	Supplier Product Code:	First Offer - \$2,950.00	1 / each	\$2,950.00		Y

Lot Total **\$22,550.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
13-16--03-01	JULY JAZZ, SONGWRITER SATURDAYS,:Stage				No Bids		
13-16--03-02	JULY JAZZ, SONGWRITER SATURDAYS,:Personnel				No Bids		
13-16--03-03	JULY JAZZ, SONGWRITER SATURDAYS,:Sound Equipment				No Bids		
13-16--03-04	JULY JAZZ, SONGWRITER SATURDAYS,:Lighting Equipment				No Bids		

Lot Total **\$0.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
13-16--04-01	OKTOBERFEST: Main Stage Sound Equipment	Supplier Product Code:	First Offer - \$6,150.00	1 / each	\$6,150.00	Y	Y
13-16--04-02	OKTOBERFEST: Main Stage Lighting	Supplier Product Code:	First Offer - \$1,900.00	1 / each	\$1,900.00	Y	Y
13-16--04-03	OKTOBERFEST: Main Stage	Supplier Product Code:	First Offer - \$1,550.00	1 / each	\$1,550.00		Y
13-16--04-04	OKTOBERFEST: Children's stage	Supplier Product Code:	First Offer - \$650.00	1 / each	\$650.00		Y
13-16--04-05	OKTOBERFEST: Children's Stage Sound Equipment	Supplier Product Code:	First Offer - \$1,300.00	1 / each	\$1,300.00		Y
13-16--04-06		Supplier	First Offer - \$750.00	1 / each	\$750.00		Y

Dallas Backup, Inc./DBA Onstage Systems

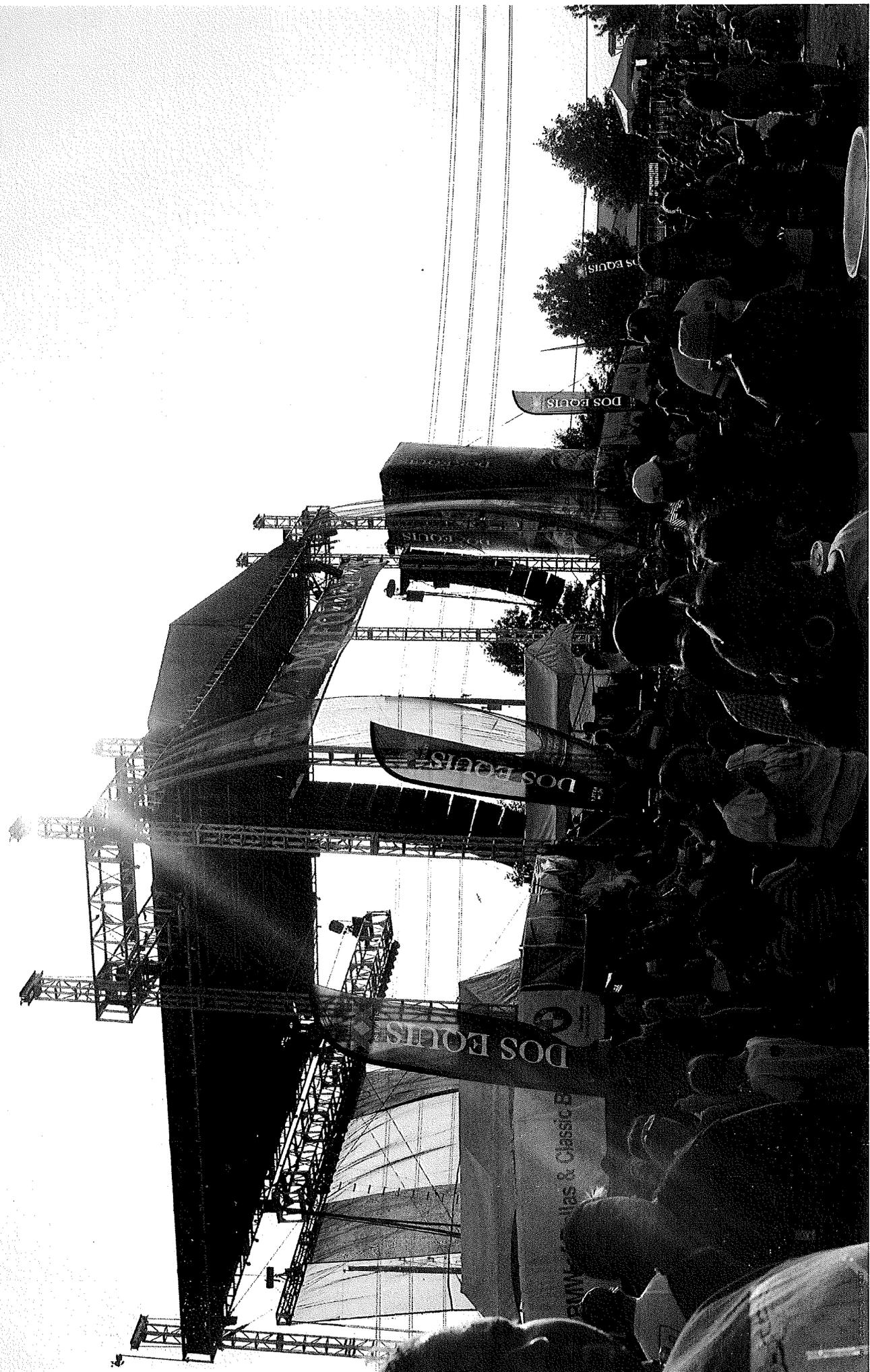
Item: **Taste Addison:Main Stage Equipment**

Attachments

Stage.jpg

ONSTAGE SYSTEMS OPERATIONS MANAGEMENT PLAN FOR DEMOUNTABLE STAGE AND ROOFTOP STRUCTURES.docx

ONSTAGE SYSTEMS QUALIFICATIONS FOR TEMPORARY STAGE AND ROOFTOP STRUCTURE INSTALLATION, USE AND REMOVAL-January 1, 2012.docx



ONSTAGE SYSTEMS MANAGEMENT PLAN FOR DEMOUNTABLE STAGE AND ROOFTOP STRUCTURES-January 1, 2012

Page 1 of 4

OVERVIEW:

- This plan follows the guidelines presented in ANSI E1.21-2006; sections 3.5.3-3.9.4.3 and 5.1-6.7.4; by guidelines set forth by engineering firm Clark/Reder; and by guidelines set forth in the Total Structures Roof Workshop held in March, 2012.
- This plan covers both implementation and maintenance of temporary demountable stage and rooftop structures and is categorized in three areas; A-C below.
- The term, "The User" shall refer to Onstage Systems and the term, "a competent person or persons" shall refer to the designated onsite person responsible for carrying out the guidelines below.

A) IMPLEMENTATION OF PLAN:

A.1) A single competent person shall have the overall responsibility on site for the erection, maintenance and removal of a demountable stage or rooftop structure.

A.2) The User shall have adequate knowledge of the engineering documentation and Operations Management Plan.

A.3) The User shall make available engineering documentation for the proposed system, and Operations Management Plan as described in ASNI E1.21-2006, section 3.5.3 to appropriate persons.

A.4) A meeting shall be held prior to installation with the User and the agent of the contracted client to discuss the high wind action plan and other operational procedures.

**All rights of this document and any subsequent document are reserved by Onstage Systems. No part of this document or any related publication made available by Onstage Systems may be reproduced in any material form (including photocopying or storing by any electronic means) without the written permission of the specific copyright holder and Onstage Systems.*

ONSTAGE SYSTEMS MANAGEMENT PLAN FOR DEMOUNTABLE STAGE AND ROOFTOP STRUCTURES-January 1, 2012

Page 2 of 4

B) DAILY OPERATION PLAN:

B.1) The User shall adhere to the guidelines set forth in this Operations Management Plan; including; responsible monitoring of the supplied anemometer on the rooftop tower and periodic checks with the local weather reporting agency.

B.2) In a situation when the rooftop structure is left assembled between performances, the guy and cross-bracing cable assemblies and anchorages shall be checked by the User before each and at regular intervals between uses. These checks shall include verification of proper tension in all guy line assemblies and movement of ballasts and/or ground anchors.

B.3) All ballast and/or ground anchors must be in place prior to hoisting the roof system.

B.4) The roof system shall not be hoisted in wind speeds greater than 15 mph.

B.5) Guy wires shall be connected to ballast and/or ground anchors immediately after roof has been hoisted to trim height.

B.6) The User shall adhere to all design criteria when loading the structure.

B.7) The contracted client and all third parties shall adhere to all design criteria.

B.8) The User shall maintain a daily log of the above checks.

B.9) Following each use of the structure, the User shall conduct a complete inspection of each component in accordance with section 6 of ANSI E1.21-2006.

B.10) Inspection classifications are defined as either "frequent" or "periodic".

****All rights of this document and any subsequent document are reserved by Onstage Systems. No part of this document or any related publication made available by Onstage Systems may be reproduced in any material form (including photocopying or storing by any electronic means) without the written permission of the specific copyright holder and Onstage Systems.***

**ONSTAGE SYSTEMS MANAGEMENT PLAN FOR DEMOUNTABLE STAGE AND ROOFTOP
STRUCTURES-January 1, 2012**

Page 3 of 4

B.11) Visual inspections should be made onsite at the beginning of each installation and at the end of each removal and as such are determined to be "frequent".

B.12) "Periodic" inspections are to be made at the Users place of business when the structure has been idle for an unusual period of time.

B.13) The User shall keep a record of all inspections and make note of any repairs made to any component.

B.14) Repair made to any component shall be made by an authorized competent person or company with experience in aluminum and/or steel components used in the entertainment industry and who has demonstrated the adherence to the design parameters in ANSI E1.21 and fabrication parameters under the American Welding Society.

C) HIGH WIND ACTION PLAN:

C.1) The High Wind Action Plan shall be in effect for the entirety of the contracted event. An event shall be deemed as starting at the initial commencement of the structure installation and ending once the structure is completely dismantled.

C.2) A responsible person from the User shall be present to implement the High Wind Action Plan when required

C.3) An anemometer shall be placed at the top of one tower or an adjacent structure at a height equivalent to the height of the tower. The anemometer shall be located no further than 50 yards from the structure.

**All rights of this document and any subsequent document are reserved by Onstage Systems. No part of this document or any related publication made available by Onstage Systems may be reproduced in any material form (including photocopying or storing by any electronic means) without the written permission of the specific copyright holder and Onstage Systems.*

**ONSTAGE SYSTEMS MANAGEMENT PLAN FOR DEMOUNTABLE STAGE AND ROOFTOP
STRUCTURES-January 1, 2012**

Page 4 of 4

- C.4) Noted high winds speeds are 3 second gusts in accordance with ASCE7.
- C.5) When wind speeds are expected to exceed 20 mph, the user and the contracted client shall be on alert for pending further action.
- C.6) When wind speeds are expected to exceed 30 mph, the user shall lower all scrim materials if possible from the ground by means of motors or other mechanical devices.
- C.7) When wind speeds are expected to exceed 40 mph, the user shall inform the contracted client and recommend all operations to cease and the immediate area be evacuated. The roof skin is designed to break away from the roof structure with sustained winds of 40mph or greater.
- C.8) When wind speeds are expected to exceed 50 mph, all personnel should maintain a safe distance of no less than 100' from the roof.
- C.9) The High Wind Action Plan shall be posted on the tower adjacent to the motor control for the rooftop.

****All rights of this document and any subsequent document are reserved by Onstage Systems. No part of this document or any related publication made available by Onstage Systems may be reproduced in any material form (including photocopying or storing by any electronic means) without the written permission of the specific copyright holder and Onstage Systems.***

**ONSTAGE SYSTEM'S QUALIFICATIONS FOR THE INSTALLATION, USE AND REMOVAL OF
TEMPORARY STAGE AND ROOFTOP STRUCTURES-January 1, 2012**

Page 1 of 2

HISTORY:

- Onstage Systems was incorporated in 1978 in Dallas, Texas, USA.
- Onstage Systems has provided temporary stage and rooftop structures for both indoor and outdoor events since 1989.
- Onstage Systems only uses stages, rooftop structures and components from major manufacturers recognized in the entertainment industry for use in the business of stage and rooftop structures. These manufacturers include;
- Tomcat, Thomas Engineering, Total Structures, Tyler Truss, Bil-Jax, Safway Steel, Extreme Structures and Fabrication, Crosby and TMB.

OPERATING PROCEDURES:

- All installation and removal of temporary stages and rooftop structures follow guidelines established by ANSI: E1.21-2006 (Entertainment Technology Temporary Ground-Supported Overhead Structures Used to Cover the Stage Areas and Support Equipment in the Production of Outdoor Entertainment Events) where applicable on an event by event and location by location basis.
- It should be noted that many sections of the ANSI E1.21-2006 were established for the manufacturers of rooftop structures and a separate set of elements were established for the users of rooftop structures. Onstage Systems practices those elements written for the end users of such products.
- ASNI 1.21-2006 was established by ESTA (Entertainment Services and Technology Association)
- The ESTA Technical Standards Program was created to serve the ESTA membership and the entertainment industry in technical standards related matters. The Technical Standards Program is accredited by the American Standards Institute as "Accredited Standards Committee E1, Safety and Compatibility of Entertainment Technical Equipment and Practices".
- Other guidelines written by specific manufacturers for their proprietary equipment are also followed. These documents include owner manuals, operating manuals, safety guidelines, and technical manuals, such as:
 - A) "Truss and Tower Operating Manual V4 May 2009"
 - B) "Operating Manual for Demountable Aluminum Rooftop Structures"
 - C) "Systems Scaffolding Safety Guidelines"
 - D) "Systems Scaffolding Technical Manual"

****All rights of this document and any subsequent document are reserved by Onstage Systems. No part of this document or any related publication made available by Onstage Systems may be reproduced in any material form (including photocopying or storing by any electronic means) without the written permission of the specific copyright holder and Onstage Systems.***

**ONSTAGE SYSTEM'S QUALIFICATIONS FOR THE INSTALLATION, USE AND REMOVAL OF
TEMPORARY STAGE AND ROOFTOP STRUCTURES-January 1, 2012**

Page 2 of 2

- Pursuant to ANSI E1.21, section 3.5.3; Onstage Systems maintains an Operations Management Plan for Demountable Stage and Rooftop Structures. The Management Plan is available upon request and becomes a part of every contract with regard to rooftop structures.

PERSONNEL:

- Management attended the inaugural Rooftop Workshop conference in March, 2012 presented by Total Structures. The Workshop was a first attempt to unify and standardize procedures in this industry.
- All on-site technicians are qualified as responsible persons with regard to the ANSI E1.21 definitions in the implementation of the Operation Management Plan.

AVAILABLE DOCUMENTATION:

- Onstage Systems offers two methods of documentation review for existing and potential clients:
- Available free from the office of Onstage Systems on a job by job and location by location basis:
 - 1) All stamped engineering reports for rooftop structures
 - 2) Operations Management Plan for Demountable Stage and Rooftop Structures
- All of the above documents are reserved by Onstage Systems and may not be reproduced in whole or part without the expressed written consent of Onstage Systems.
- Available for purchase online from <http://www.estafoundation.org/pubs.htm>
 - 1) ANSI E1.21-2006 Entertainment Technology Temporary Ground Supported Overhead Structures Used to Cover the Stage Areas and Support Equipment in the Production of Outdoor Entertainment Events

****All rights of this document and any subsequent document are reserved by Onstage Systems. No part of this document or any related publication made available by Onstage Systems may be reproduced in any material form (including photocopying or storing by any electronic means) without the written permission of the specific copyright holder and Onstage Systems.***

Dallas Backup, Inc./DBA Onstage Systems

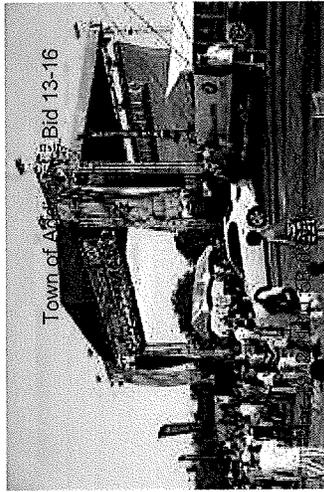
Item: **KABOOM TOWN!:KABOOM TOWN!:Stage as specified**

Attachments

kaboom_stage.jpg

Stamped Submittal Pkg Onstage XSF Roof B.pdf

ONSTAGE SYSTEMS OPERATIONS MANAGEMENT PLAN FOR DEMOUNTABLE STAGE AND ROOFTOP STRUCTURES.docx

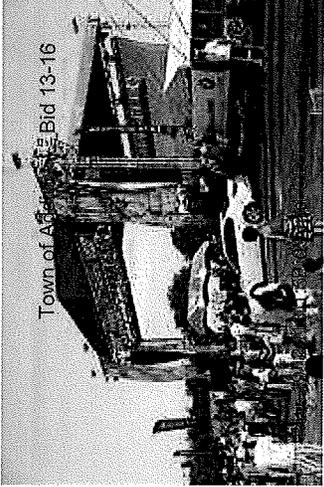


Dallas Backup, Inc./DBA Onstage Systems

Item: **KABOOM TOWN!:KABOOM TOWN!:KABOOM TOWN!:Sound Equipment**

Attachments

kaboom_stage.jpg



Supplier: **Dallas Backup, Inc./DBA Onstage Systems**

QUALIFICATION AND REFERENCE STATEMENT

BIDDER: Onstage Systems

COMPANY INFORMATION:

Number of years in business? **35**

Number of years at current location? **9**

Do you maintain a permanent commercial business office? **yes**

Have you or any present partners or officers failed to complete a contract: **no** If yes, give name of owner and/or surety?

--

Can you be reached 24 hours a day (in an emergency)? **yes**

Pager# Cell Phone# **2146765570**

Answer Svc# Other#

CUSTOMER REFERENCES

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email
City of Richardson	Geoff Fairchild	9727444583	Geoff.Fairchild@cor.gov
Lone Star Park	Kim Bordano	9722371134	kim.bordano@lonestarpark.com
SFX Disco Donnie	Michele Servais	561.596.1530	michele@discodonnipresents.com
City of Farmers Branch	Madison Clark	9729192509	madison.clark@farmersbranch.info
Fort Worth Symphony	Chris Munoz	817-665-6500	cmunoz@fwsymphony.org

Supplier: **Dallas Backup, Inc./DBA Onstage Systems**

**Town of Addison
Indemnification Agreement**

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons" and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

- (i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and**

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#: **13-16 Sound, Stage & Lighting**

Company Name: **Dallas Backup, Inc. dba Onstage Systems**

Signature: **Hyacinth Belcher, CSEP** Date: **03.01.13**

Supplier: **Dallas Backup, Inc./DBA Onstage Systems**

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, , Medical Expense 5,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# 13-16 Sound, stage & Lighting

Company: Dallas Backup, Inc. dba Onstage Systems

Printed Name: Hyacinth Belcher, CSEP

Signature: Hyacinth Belcher Date: 03.01.13

Supplier: **Dallas Backup, Inc./DBA Onstage Systems**

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM WILL NOT BE COMPLIANT

Section I Company Profile

Name of Business: **Dallas Backup, Inc. dba Onstage Systems**

Business Address:

**10930 Petal St.
Dallas, TX 75238**

Contact Name: **Hyacinth Belcher**

Phone#: **9726864488**

Fax#: **9726867732**

Email: **hyacinth@onstagesystems.com**

Name(s) Title of Authorized Company Officers:

**Hyacinth Belcher, CSEP
President**

**Chris Belcher
Vice President**

Federal ID #: **751607328** W-9 Form: A W-9 form will be required from the successful bidder.

DUN #: **113305650**

Remit Address: If different than your physical address:

same

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of 1% is offered for Payment Made Within 20 Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order. **ok**

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of 30 Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number and expire date

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: **Hyacinth Belcher** Date: **03.01.13**

Title: **President**

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

1/29/13

Supplier: Dallas Backup, Inc./DBA Onstage Systems

TERMS AND CONDITIONS

The purchase shall be governed by the following terms and conditions:

1. Compliance With Law; Applicable Law. Seller shall fully and timely provide all goods described in this Purchase Order (contract) in strict accordance with and subject to the terms, covenants, and conditions hereof and all applicable Federal, State, and local laws, rules, and regulations, as amended from time to time. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Dallas County, Texas, and the parties agree to submit to the exclusive personal jurisdiction of such courts. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
2. Seller to Package Goods. Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.
3. Shipment Under Reservation Prohibited. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
4. Title and Risk of Loss. Title and risk of loss of the goods will not pass to the City until the City actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.
5. Delivery Terms and Transportation Charges. Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. City shall have the right to designate what method of transportation shall be used to ship the goods. City assumes no liability for goods damaged while in transit and or delivered in a damaged condition. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the City of the same.
6. Right of Inspection and Rejection; Backorders. The City shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the City Purchasing Manager, may be cancelled by the City without liability of any kind whatsoever, and payment will not be made for such cancellations.
7. No Replacement of Defective Tender. Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and Seller shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, Seller may notify City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
8. Acceptance of Incomplete or Non-Conforming Goods. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, City prefers to accept such goods, City may do so. Seller shall pay all claims, costs, losses and damages attributable to City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, City may deduct such amounts as are necessary to compensate City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to City by Seller.
9. Invoices; Price Not Result of Competitive Bid.
 - (a) Seller shall submit separate invoices in duplicate on each purchase order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
 - (b) Invoices shall indicate the purchase order number and contract number, if applicable. Failure to put purchase order number on the delivery ticket and invoice may result in a delay in payment of invoices. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be mailed to Accounts Payable, Town of Addison, Texas, at P.O. Box 9010, Addison, Texas 75001-9010. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Seller's invoice.
 - (c) Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

(d) Payment will not be due until the above instruments are submitted after delivery and acceptance.

(e) If the price(s) for the order under this contract was not the result of a competitive bid, Seller affirms that the price(s) charged City are equal to or lower than the lowest price charged to other customers of Seller for the same or similar products and/or services, in similar or like quantities, in the Dallas/Fort Worth metroplex.

10. Payment

(a) All proper invoices received by the City will be paid within thirty (30) days of the City's receipt and acceptance of the goods or of the invoice, whichever is later, unless other terms are specified on the face of the purchase order in the original printing. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.

(b) If partial shipments or deliveries are authorized by the City, Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

(c) The City may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of: (i) delivery of defective or non-conforming goods by Seller, or (ii) failure of the Seller to submit proper invoices with all required attachments and supporting documentation, or (iii) failure of Seller to deliver quantity of goods ordered (payment will be made for actual quantities delivered).

(d) The City's payment obligations are payable only and solely from funds appropriated, budgeted, and available for the purpose of this purchase. The absence of appropriated and budgeted or other lawfully available funds shall render the contract null and void to the extent funds are not appropriated and budgeted or available and any goods delivered but unpaid shall be returned to Seller. The City shall provide the Seller written notice of the failure of the City to make an adequate appropriation and budget for any fiscal year to pay the amounts due under the contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract.

11. Warranty – Price

(a) Seller warrants the prices quoted in its bid are no higher than Seller's current prices on orders by others for like goods under similar terms of purchase.

(b) Seller certifies that the prices in Seller's bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

(c) In the event of any breach of this warranty, the prices of the items will be reduced to Seller's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Seller of any kind whatsoever. In addition to any other remedy available, the City may deduct from any amounts owed to Seller, or otherwise recover, any amounts paid for items in excess of Seller's current prices on orders by others for like goods under similar terms of purchase.

12. Warranty – Title. Without limiting any provision of law, Seller warrants that it has good and indefeasible title to all goods furnished hereunder, and that the goods are free and clear of all liens, claims, security interests and encumbrances. Seller shall indemnify and hold the City harmless from and against all adverse title claims to the goods.

13. Warranty - Goods. Seller will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of City. Seller warrants and represents that all goods sold the City shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the City's solicitation, to any samples furnished by Seller, to the terms, covenants and conditions of any contract in connection herewith, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the City's solicitation, the goods shall be new, and not recycled, used or reconditioned (and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

(a) Seller may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

(b) Unless otherwise specified in a contract and approved by the City in writing, the warranty period shall be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand either repair the defective or non-conforming goods, or replace the non-conforming or defective goods with fully conforming and non-defective goods, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by Seller. The City shall endeavor to give Seller written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights hereunder.

(c) If Seller is unable or unwilling to repair or replace defective or non-conforming goods as required by City, then in addition to any other available remedy, City may reduce the quantity of goods it may be required to purchase under the contract from Seller, and purchase conforming goods from other sources. In such event, Seller shall pay to City upon demand the increased cost, if any, incurred by the City to procure such goods from another source.

(d) If Seller is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to City. If for any reason the manufacturer's warranty cannot be fully transferred to City, Seller shall assist and cooperate with City to the fullest extent to enforce such manufacturer's warranty for the benefit of City.

14. Right to Assurance. Whenever one party to the contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of this contract.

15. Default. Seller shall be in default under this contract if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this contract, (b) fails to provide adequate assurance of performance as provided for herein, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16. Termination For Cause. In the event of a default by Seller, the City shall have the right to terminate this contract for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless Seller, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of Seller's default, including, without limitation, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by Seller, the City may remove Seller from the City's vendor list for a reasonable period of time as determined by the City (but not to exceed two (2) years) and any offer submitted by Seller may be disqualified for such reasonable period of time. All rights and remedies under the contract are cumulative and are not exclusive of any other right or remedy provided by law.

17. Termination Without Cause. City shall have the right to terminate this contract, in whole or in part, without cause any time upon thirty (30) days prior written notice to Seller. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to this contract, with such exceptions, if any, specified in the notice of termination. City shall pay Seller, to the extent of funds appropriated and budgeted or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

18. Delay. City may delay scheduled delivery or other due dates by written notice to Seller if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Seller shall negotiate an equitable adjustment for costs incurred by Seller in the contract price and execute an amendment to the contract. Seller must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse Seller from delaying the delivery as notified.

19. Indemnity.

(a) For purposes hereof: (i) "Claims" shall mean and include any and all claims, demands, suits, causes of action, judgments, penalties, fines, and liability of every character, type or description whatsoever, including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, and including attorney and other professional fees, for: (1) damage to or loss of the property of any person (including, but not limited to the City, Seller, their respective agents, officers, employees and subcontractors, and third parties), (2) death, bodily injury, illness, disease, worker's

compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of City, Seller, and third parties), (3) breach of contract, and (4) any other harm for which recovery of damages or any other remedy is sought; (ii) "Indemnified Persons" shall mean and include the City, and the City's officials, officers, employees, and agents; and (iii) "Fault" shall mean and include the sale or delivery of defective or non-conforming goods, any act or omission of negligence, any act or omission of gross negligence, any act or omission involving willful misconduct, or a breach of any legally imposed strict liability standard.

(b) Contractor shall defend (such defense being at the City's option), indemnify the Indemnified Persons against and hold the Indemnified Persons harmless from any and all Claims arising out of, incident to, concerning, or resulting from the Fault of Seller, its officers, employees, subcontractors, agents, and any person for whom Contractor is legally liable (together, "Seller Parties") hereunder, regardless of whether or not any Claims is caused in part by any of the Indemnified Persons. This obligation shall survive the termination of this contract.

20. Gratuity. City may, by written notice to Seller, cancel this contract without liability to Seller if it is determined by City that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of City with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract.

21. Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this contract shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the City shall be addressed to City at 5300 Belt Line Road, Addison, Texas _____ and marked to the attention of the City Finance Director.

22. No Warranty By City Against Infringement. As part of this contract, Seller agrees to ascertain whether goods manufactured according to the specifications for the goods will cause the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will City be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify City of that opinion. If City does not receive such notice and is subsequently held liable for infringement or the like, Seller shall defend, indemnify, and save City, its officials, officers, and employees harmless from and against any and all damages, liability, claims, expenses and costs in connection therewith; if Seller in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void, and neither City nor Seller shall have any liability one to the other.

23. Assignment. Seller shall not sell, assign, transfer or otherwise convey any interest, right, duty, or obligation in or under this contract in whole or in part without the prior written consent of the City. No assignment, transfer or other conveyance under this contract will be effective without the prior written consent of the City.

24. No Third-Party Beneficiary. For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Seller, or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

25. Waiver. The failure by either party to exercise any right, power, or option given to it by this contract, or to insist upon strict compliance with the terms of this contract, shall not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

25. Modifications. This contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Seller invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of this contract.

26. Independent contractor. Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

27. Interpretation. This contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this contract.

28. Severability. The invalidity, illegality, or unenforceability of any provision of this contract shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void or invalid provision shall be deemed severed from this contract and the balance of the contract shall be construed and enforced as if the contract did not contain the particular portion or provision held to be void. The parties further agree to reform the contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of

this section shall not prevent this entire contract from being void should a provision which is the essence of the contract be determined to be void.

29. Headings. The headings of this contract are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.
30. Conflict. When there is a conflict between the this purchase order (including, without limitation, these Terms and Conditions) and the Seller's invoice, this purchase order shall prevail.

Executive Lighting & Sound Productions

Bid Contact **Thomas Murray**
els.murray@sbcglobal.net
Ph 214-704-2075

Address **P.O. Box 141108**
Dallas, TX 75214

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
13-16--01-01	Taste Addison:Main Stage Equipment and Operators				No Bids		
13-16--01-02	Taste Addison:Main Stage Lighting				No Bids		
13-16--01-03	Taste Addison:Main Stage Equipment				No Bids		
13-16--01-04	Taste Addison:Bowl stage sound equipment				No Bids		
13-16--01-05	Taste Addison:Bowl stage equipment				No Bids		
13-16--01-06	Taste Addison:Children's stage				No Bids		
13-16--01-07	Taste Addison:Children's stage sound equipment				No Bids		
13-16--01-08	Taste Addison:Children's stage lighting				No Bids		
13-16--01-09	Taste Addison:Children's stage operator				No Bids		
					Lot Total		
					\$0.00		
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
13-16--02-01	KABOOM TOWN!:Stage as specified				No Bids		
13-16--02-02	KABOOM TOWN!:Personnel				No Bids		
13-16--02-03	KABOOM TOWN!:Sound Equipment				No Bids		
13-16--02-04	KABOOM TOWN!:Lighting Equipment				No Bids		
					Lot Total		
					\$0.00		
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
13-16--03-01	JULY JAZZ, SONGWRITER SATURDAYS,: Stage	Supplier First Offer -	\$2,304.00	1 / each	\$2,304.00	Y	Y
13-16--03-02	JULY JAZZ, SONGWRITER SATURDAYS,: Personnel	Supplier First Offer -	\$3,600.00	1 / each	\$3,600.00	Y	Y
13-16--03-03	JULY JAZZ, SONGWRITER SATURDAYS,: Sound Equipment	Supplier First Offer -	\$8,850.00	1 / each	\$8,850.00	Y	Y
13-16--03-04	JULY JAZZ, SONGWRITER SATURDAYS,: Lighting Equipment	Supplier First Offer -	\$3,600.00	1 / each	\$3,600.00	Y	Y
					Lot Total		
					\$18,354.00		
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
13-16--04-01	OKTOBERFEST:	Supplier First Offer -	\$3,800.00	1 / each	\$3,800.00	Y	Y

	Main Stage Sound Equipment	Product Code:					
13-16--04-02	OKTOBERFEST: Main Stage Lighting	Supplier Product Code:	First Offer - \$1,800.00	1 / each	\$1,800.00	Y	
13-16--04-03	OKTOBERFEST: Main Stage	Supplier Product Code:	First Offer - \$1,000.00	1 / each	\$1,000.00	Y	
13-16--04-04	OKTOBERFEST: Children's stage	Supplier Product Code:	First Offer - \$500.00	1 / each	\$500.00	Y	
13-16--04-05	OKTOBERFEST: Children's Stage Sound Equipment	Supplier Product Code:	First Offer - \$1,000.00	1 / each	\$1,000.00	Y	
13-16--04-06	OKTOBERFEST: Children's Stage Lighting	Supplier Product Code:	First Offer - \$600.00	1 / each	\$600.00	Y	
13-16--04-07	OKTOBERFEST: Bowl Stage Sound Equipment	Supplier Product Code:	First Offer - \$1,600.00	1 / each	\$1,600.00	Y	
13-16--04-08	OKTOBERFEST: Bowl Stage Lighting	Supplier Product Code:	First Offer - \$1,000.00	1 / each	\$1,000.00	Y	
13-16--04-09	OKTOBERFEST: Oktoberfest Personnel	Supplier Product Code:	First Offer - \$7,500.00	1 / each	\$7,500.00	Y	
13-16--04-10	OKTOBERFEST: Scaffold Towers	Supplier Product Code:	First Offer - \$100.00	2 / each	\$200.00	Y	
				Lot Total	\$19,000.00		
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
13-16--05-01	Discount :	Supplier Product Code:	First Offer - \$2,500.00	1 / each	\$2,500.00	Y	
	Discount if awarded more than one section						
13-16--05-02	Discount :Grand Total				No Bids		
				Lot Total	\$2,500.00		

Executive Lighting & Sound Productions

Item: **JULY JAZZ, SONGWRITER SATURDAYS, Sound Equipment**

Attachments

TOA BID 13-16 summer series equipment.pdf

EQUIPMENT LIST

July Jazz, Symphonic Saturdays, Summer Salsa

Quantity	Device	Brand	Notes
Stage Equipment			
1	12' x 16' x 3.5' to 4'	ELS	Scaffold Stage System
Sound Equipment			
1	32 input w/6 auxes	Allen & Heath GL2200 or GL2400	Main Mixing Console
1	150' x 24ch. x 8 returns	Whirlwind	Audio Main Snake
1	50' x 12ch.	ELS	Audio Sub Snakes
Rack 1 FOH Rack			
<i>Top Rack</i>			
1	PL-8	Furman	Power Conditioner Light Module
1	D-Two	T.C. Electronics	Digital Delay Processor
3	M-One XL	T.C. Electronics	Reverb Processor
4	1066	dbx	(8 total) Compressors
1	DS404 Quad-Gate	Drawmer	(4 total) Gates
<i>Bottom Rack</i>			
1	PL-Plus	Furman	Power Conditioner Light Module
1	DN360 Graphic Equaliser	Klark-Teknik	Dual 31 band Graphic E.Q. (Mains)
2	CD-01U Pro	Tascam	CD Players
Main Speakers			
4	T152H Top Cabinets	ELS	2 Left & 2 Right
4	SB118 Sub Cabinets	ELS	2 Left & 2 Right
Adequate	Amps	Crown	Tri-amp System
Delay Tower Speakers			
6	T2101H Top Cabinets	ELS	3 Left & 3 Right
4	B118 Sub Cabinets	ELS	2 Left & 2 Right
1	Driverack 260	dbx	Digital SP w/31 band E.Q./X-over
Adequate	Amps	QSC/Crown	Tri-amp System
Monitor Rack			
2	1231	dbx	Dual 31 band E.Q.'s
Monitor Speakers			
6	T152HM Monitors	ELS	Bi-amped Wedges
Adequate	Amps	Crown	Bi-amped System
Microphones			
Adequate	Complete Microphone Pro Package		
Adequate	Microphone Stands w/booms		
Adequate	Stage Cables		
Adequate	AC cables		
Lighting System			
1	SDC-6	NSI	Light Console
8	Par 56's	ELS	2 Light Trees (4 pars each tree)
2	DDS-6000+	NSI	Dimmers
Adequate	DMX cables		
Adequate	AC cables		
Staffing Requirements			
1	Operator will be provided day of event		1 Sound
Adequate	crew for setup and removal		

Executive Lighting & Sound Productions

Item: **OKTOBERFEST:OKTOBERFEST:Main Stage Sound Equipment**

Attachments

TOA BID 13-16 Oktoberfest.pdf

EQUIPMENT LIST**Oktoberfest**

Quantity	Device	Brand	Notes
Main Stage Sound Equipment			
1	40 input w/8 auxes	Crest Audio "Century GT"	Main Mixing Console
OR	48 input w/10 auxes	Allen & Heath "GL4000"	Main Mixing Console
1	250' x 40ch. x 8 returns	Rapco	Audio Main Snake
4	50' x 12ch.	Rapco	Audio Sub Snakes (Breakout Boxes)
Rack 1 FOH Rack			
<i>Top Rack</i>			
1	PL-8	Furman	Power Conditioner Light Module
1	D-Two	T.C. Electronics	Digital Delay Processor
3	M-One XL	T.C. Electronics	Reverb Processor
4	1066	dbx	(8 total) Compressors
1	DS404 Quad-Gate	Drawmer	(4 total) Gates
<i>Bottom Rack</i>			
1	PL-Plus	Furman	Power Conditioner Light Module
1	DN360 Graphic Equaliser	Klark-Teknik	Dual 31 band Graphic E.Q. (Mains)
2	CD-01U Pro	Tascam	CD Players
Main Speakers			
12	T152H Top Cabinets	ELS	6 Left & 6 Right
4	SB118 Sub Cabinets	ELS	2 Left & 2 Right
Adequate	Amps	QSC/Crown	Tri-amp System
Monitor Rack			
2	Square ONE Graphic	Klark-Teknik	Dual 31 band E.Q.'s
Monitor Speakers			
6	T152HM Monitors	ELS	Bi-amped Wedges
Adequate	Amps	Crown	Bi-amped System
Microphones			
Adequate	Complete Microphone Pro Package		
Adequate	Microphone Stands w/booms		
Adequate	Stage Cables		
Adequate	AC cables		
Main Stage Backline Requirements			
1	5-piece	Yamaha	Drum Set and Stool
Main Stage Staffing Requirements			
2	Sound Tech	ELS	2 Sound
1	Lighting Tech	ELS	1 Lighting
1	Stage Tech	ELS	1 Stage
Main Stage "Stage" Requirements			
1	30' x 26' x 5' w/fire-retardant black skirting.		
2	Stairs (one SR & one SL)		
1	5' W x 10' H Black curtain side stage for backstage area.		

EQUIPMENT LIST**Oktoberfest**

Quantity	Device	Brand	Notes
Main Stage Lighting System			
1	MC 7532 "64ch. DMX Console"	NSI	Lighting Console
1	CP10xt	Electralite	Intelligent Controller
24	Par 64's	ELS	4 - Bars of 6
2	Genie SL-24	Genie	Crank-up towers w/rigging
4	10' Mini-box Truss 12"x12"	XSF	40' span of truss over down stage
1	110' 3-Phase 2/0 power cable	ELS	2/0 w/15' Tails (up to 300 amp Load)
Adequate	DMX cables		
Adequate	AC cables		
Children's Stage "Stage" Requirements			
1	24' x 16' x 18"		
2	Stair Units		
1	Black Masking (flame-retardant)		
Children's Stage Sound Equipment			
1	16 input w/6 auxes	Allen&Heath	Main Mixing Console
1	150' x 24ch. X 8 returns	Whirlwind	Audio Main Snake
FOH Rack's			
<i>Rack 1</i>			
1	ML-8	Furman	Power Conditioner Light Module
1	S1000	ADA	Digital Delay
1	M-One XL	T.C. Electronics	Reverb Processor
2	1231	dbx	Dual 31 band E.Q.'s
<i>Rack 2</i>			
1	ML-8	Furman	Power Conditioner Light Module
1	CD-A500	Tascam	CD Player + Cassette Deck
Main Speakers			
6	T2101H Top Cabinets	ELS	3 Left & 3 Right
4	B118 Sub Cabinets	ELS	2 Left & 2 Right
1	Driverack 260	dbx	Digital SP w/31 band E.Q./X-over
Adequate	Amps	QSC/Crown	Tri-amp System
Monitor Speakers			
2	CM15V Monitors	Yamaha	Wedges
Adequate	Amps	Crown	
Microphones			
2	EW-135 G2 E835 Cardioid Mic	Sennheiser	Handheld Wireless
1	EW-122 G2 ME4 Lav Mic	Sennheiser	Lavaliere Wireless
5	SM58	Shure	Cord Mount Microphone
5	Mic Stands w/booms	ELS	
1	Baby Mic Stand w/boom	ELS	
Children's Stage Lighting Equipment			
1	360w Spot Light	ELS	Brighter than a 1000w Spot Light
1	SDC-6	AmericanDJ	6ch. Lighting Console
12	Par 56's	ELS	4 - Per Light Tree (3 Trees)
3	DP-415	AmericanDJ	4ch. DMX Dimmer Pack
Adequate	Cables to hook up complete system.		

EQUIPMENT LIST**Oktoberfest**

Quantity	Device	Brand	Notes
Bowl Stage Sound Equipment			
1	32 input w/6 auxes	Allen&Heath GL2200 or GL2400	Main Mixing Console
1	150' x 24ch. X 8 returns	Whirlwind	Audio Main Snake
FOH Rack's			
<i>Rack 1</i>			
1	ML-8	Furman	Power Conditioner Light Module
1	SPX990	Yamaha	Digital Delay
1	M350	T.C. Electronics	Reverb Processor
1	DN360	Klark-Teknik	Dual 31 band E.Q.'s
2	Square ONE Graphic	Klark-Teknik	Dual 31 band E.Q.'s
1	Driverack 260	dbx	Digital SP w/31 band E.Q./X-over
1	CC-222	Tascam	CD Player
Main Speakers			
4	MT-2 Top Cabinets	Electro-Voice	2 Left & 2 Right
4	MT-2 Sub Cabinets	Electro-Voice	2 Left & 2 Right
Adequate	Amps	QSC	Tri-amp System
Monitor Speakers			
4	CM15V	Yamaha	Wedges
Adequate	Amps	Crown	
Microphones			
Adequate	Complete Microphone Pro Package		
Adequate	Microphone Stands w/booms		
Adequate	Stage Cables		
Adequate	AC cables		
Bowl Stage Lighting Requirements			
1	20' Truss supported by 2 (two) genie lifts		
18	Par 64 Instruments		
Adequate	cables, dimmers and controls		
Bowl Stage Staffing Requirements			
1	Sound Tech	9/18, 19, 20, 21.	
OKTOBERFEST OTHER REQUIREMENTS			
2	Scaffold towers with skirting and platforms for the Police Department.		

Supplier: **Executive Lighting & Sound Productions**

QUALIFICATION AND REFERENCE STATEMENT

BIDDER: Executive Lighting & Sound Productions

COMPANY INFORMATION:

Number of years in business? **11**

Number of years at current location? **8**

Do you maintain a permanent commercial business office? **Yes**

Have you or any present partners or officers failed to complete a contract: **No** If yes, give name of owner and/or surety?

Can you be reached 24 hours a day (in an emergency)? **Yes**

Pager# Cell Phone# **214-704-2075**

Answer Svc# Other# **469-426-5737**

CUSTOMER REFERENCES

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email
North Texas Irish Fest	John Hebley	214-674-8507	jhebley@airmail.net
Spectaveris	Dean Stone	214-677-6043	
Texas Masonic Retirement Center Family Day	Bill Davis	972-579-9816	

Supplier: **Executive Lighting & Sound Productions**

**Town of Addison
Indemnification Agreement**

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "**Owner Persons**" and each being an "**Owner Person**"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "**Claims**"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "**Contractor Persons**"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

- (i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and**

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#: 13-16

Company Name: Executive Lighting & Sound Productions

Signature: Andy Murray Date: 3-4-13

Supplier: Executive Lighting & Sound Productions

TOWN OF ADDISON, TEXAS CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, , Medical Expense 5,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# 13-16

Company: Executive Lighting & Sound Productions

Printed Name: Andy Murray

Signature: Andy Murray Date: 3-4-13

Supplier: **Executive Lighting & Sound Productions**

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM WILL NOT BE COMPLIANT

Section I Company Profile

Name of Business: **Executive Lighting & Sound Productions**

Business Address:

2533 Franklin Dr.

Contact Name: **Andy Murray**

Phone#: **214-704-2075**

Fax#: **469-264-7003**

Email: **els.murray@sbcglobal.net**

Name(s) Title of Authorized Company Officers:

Andy Murray, Owner

Federal ID #: **464-61-3494** W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

**P.O. Box 141108
Dallas, TX 75214-1108**

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of 0% is offered for Payment Made Within 0 Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of 150 Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number and expire date

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: **Andy Murray** Date: **3-4-13**

Title: **Owner**

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

1/29/13

Supplier: **Executive Lighting & Sound Productions**

TERMS AND CONDITIONS

The purchase shall be governed by the following terms and conditions:

1. Compliance With Law: Applicable Law. Seller shall fully and timely provide all goods described in this Purchase Order (contract) in strict accordance with and subject to the terms, covenants, and conditions hereof and all applicable Federal, State, and local laws, rules, and regulations, as amended from time to time. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Dallas County, Texas, and the parties agree to submit to the exclusive personal jurisdiction of such courts. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
2. Seller to Package Goods. Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.
3. Shipment Under Reservation Prohibited. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
4. Title and Risk of Loss. Title and risk of loss of the goods will not pass to the City until the City actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.
5. Delivery Terms and Transportation Charges. Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. City shall have the right to designate what method of transportation shall be used to ship the goods. City assumes no liability for goods damaged while in transit and or delivered in a damaged condition. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the City of the same.
6. Right of Inspection and Rejection: Backorders. The City shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the City Purchasing Manager, may be cancelled by the City without liability of any kind whatsoever, and payment will not be made for such cancellations.
7. No Replacement of Defective Tender. Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and Seller shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, Seller may notify City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
8. Acceptance of Incomplete or Non-Conforming Goods. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, City prefers to accept such goods, City may do so. Seller shall pay all claims, costs, losses and damages attributable to City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, City may deduct such amounts as are necessary to compensate City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to City by Seller.
9. Invoices: Price Not Result of Competitive Bid.
 - (a) Seller shall submit separate invoices in duplicate on each purchase order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
 - (b) Invoices shall indicate the purchase order number and contract number, if applicable. Failure to put purchase order number on the delivery ticket and invoice may result in a delay in payment of invoices. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be mailed to Accounts Payable, Town of Addison, Texas, at P.O. Box 9010, Addison, Texas 75001-9010. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Seller's invoice.
 - (c) Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

(d) Payment will not be due until the above instruments are submitted after delivery and acceptance.

(e) If the price(s) for the order under this contract was not the result of a competitive bid, Seller affirms that the price(s) charged City are equal to or lower than the lowest price charged to other customers of Seller for the same or similar products and/or services, in similar or like quantities, in the Dallas/Fort Worth metroplex.

10. Payment.

(a) All proper invoices received by the City will be paid within thirty (30) days of the City's receipt and acceptance of the goods or of the invoice, whichever is later, unless other terms are specified on the face of the purchase order in the original printing. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.

(b) If partial shipments or deliveries are authorized by the City, Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

(c) The City may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of: (i) delivery of defective or non-conforming goods by Seller, or (ii) failure of the Seller to submit proper invoices with all required attachments and supporting documentation, or (iii) failure of Seller to deliver quantity of goods ordered (payment will be made for actual quantities delivered).

(d) The City's payment obligations are payable only and solely from funds appropriated, budgeted, and available for the purpose of this purchase. The absence of appropriated and budgeted or other lawfully available funds shall render the contract null and void to the extent funds are not appropriated and budgeted or available and any goods delivered but unpaid shall be returned to Seller. The City shall provide the Seller written notice of the failure of the City to make an adequate appropriation and budget for any fiscal year to pay the amounts due under the contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract.

11. Warranty – Price.

(a) Seller warrants the prices quoted in its bid are no higher than Seller's current prices on orders by others for like goods under similar terms of purchase.

(b) Seller certifies that the prices in Seller's bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

(c) In the event of any breach of this warranty, the prices of the items will be reduced to Seller's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Seller of any kind whatsoever. In addition to any other remedy available, the City may deduct from any amounts owed to Seller, or otherwise recover, any amounts paid for items in excess of Seller's current prices on orders by others for like goods under similar terms of purchase.

12. Warranty – Title. Without limiting any provision of law, Seller warrants that it has good and indefeasible title to all goods furnished hereunder, and that the goods are free and clear of all liens, claims, security interests and encumbrances. Seller shall indemnify and hold the City harmless from and against all adverse title claims to the goods.

13. Warranty - Goods. Seller will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of City. Seller warrants and represents that all goods sold the City shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the City's solicitation, to any samples furnished by Seller, to the terms, covenants and conditions of any contract in connection herewith, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the City's solicitation, the goods shall be new, and not recycled, used or reconditioned (and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

(a) Seller may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

(b) Unless otherwise specified in a contract and approved by the City in writing, the warranty period shall be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand either repair the defective or non-conforming goods, or replace the non-conforming or defective goods with fully conforming and non-defective goods, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by Seller. The City shall endeavor to give Seller written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights hereunder.

(c) If Seller is unable or unwilling to repair or replace defective or non-conforming goods as required by City, then in addition to any other available remedy, City may reduce the quantity of goods it may be required to purchase under the contract from Seller, and purchase conforming goods from other sources. In such event, Seller shall pay to City upon demand the increased cost, if any, incurred by the City to procure such goods from another source.

(d) If Seller is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to City. If for any reason the manufacturer's warranty cannot be fully transferred to City, Seller shall assist and cooperate with City to the fullest extent to enforce such manufacturer's warranty for the benefit of City.

14. Right to Assurance. Whenever one party to the contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of this contract.

15. Default. Seller shall be in default under this contract if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this contract, (b) fails to provide adequate assurance of performance as provided for herein, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16. Termination For Cause. In the event of a default by Seller, the City shall have the right to terminate this contract for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless Seller, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of Seller's default, including, without limitation, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by Seller, the City may remove Seller from the City's vendor list for a reasonable period of time as determined by the City (but not to exceed two (2) years) and any offer submitted by Seller may be disqualified for such reasonable period of time. All rights and remedies under the contract are cumulative and are not exclusive of any other right or remedy provided by law.

17. Termination Without Cause. City shall have the right to terminate this contract, in whole or in part, without cause any time upon thirty (30) days prior written notice to Seller. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to this contract, with such exceptions, if any, specified in the notice of termination. City shall pay Seller, to the extent of funds appropriated and budgeted or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

18. Delay. City may delay scheduled delivery or other due dates by written notice to Seller if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Seller shall negotiate an equitable adjustment for costs incurred by Seller in the contract price and execute an amendment to the contract. Seller must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse Seller from delaying the delivery as notified.

19. Indemnity.

(a) For purposes hereof: (i) "Claims" shall mean and include any and all claims, demands, suits, causes of action, judgments, penalties, fines, and liability of every character, type or description whatsoever, including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, and including attorney and other professional fees, for: (1) damage to or loss of the property of any person (including, but not limited to the City, Seller, their respective agents, officers, employees and subcontractors, and third parties), (2) death, bodily injury, illness, disease, worker's

compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of City, Seller, and third parties), (3) breach of contract, and (4) any other harm for which recovery of damages or any other remedy is sought; (ii) "Indemnified Persons" shall mean and include the City, and the City's officials, officers, employees, and agents; and (iii) "Fault" shall mean and include the sale or delivery of defective or non-conforming goods, any act or omission of negligence, any act or omission of gross negligence, any act or omission involving willful misconduct, or a breach of any legally imposed strict liability standard.

(b) Contractor shall defend (such defense being at the City's option), indemnify the Indemnified Persons against and hold the Indemnified Persons harmless from any and all Claims arising out of, incident to, concerning, or resulting from the Fault of Seller, its officers, employees, subcontractors, agents, and any person for whom Contractor is legally liable (together, "Seller Parties") hereunder, regardless of whether or not any Claims is caused in part by any of the Indemnified Persons. This obligation shall survive the termination of this contract.

20. Gratuity. City may, by written notice to Seller, cancel this contract without liability to Seller if it is determined by City that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of City with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract.

21. Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this contract shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the City shall be addressed to City at 5300 Belt Line Road, Addison, Texas _____ and marked to the attention of the City Finance Director.

22. No Warranty By City Against Infringement. As part of this contract, Seller agrees to ascertain whether goods manufactured according to the specifications for the goods will cause the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will City be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify City of that opinion. If City does not receive such notice and is subsequently held liable for infringement or the like, Seller shall defend, indemnify, and save City, its officials, officers, and employees harmless from and against any and all damages, liability, claims, expenses and costs in connection therewith; if Seller in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void, and neither City nor Seller shall have any liability one to the other.

23. Assignment. Seller shall not sell, assign, transfer or otherwise convey any interest, right, duty, or obligation in or under this contract in whole or in part without the prior written consent of the City. No assignment, transfer or other conveyance under this contract will be effective without the prior written consent of the City.

24. No Third-Party Beneficiary. For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Seller, or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

25. Waiver. The failure by either party to exercise any right, power, or option given to it by this contract, or to insist upon strict compliance with the terms of this contract, shall not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

25. Modifications. This contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Seller invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of this contract.

26. Independent contractor. Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

27. Interpretation. This contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this contract.

28. Severability. The invalidity, illegality, or unenforceability of any provision of this contract shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void or invalid provision shall be deemed severed from this contract and the balance of the contract shall be construed and enforced as if the contract did not contain the particular portion or provision held to be void. The parties further agree to reform the contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of

this section shall not prevent this entire contract from being void should a provision which is the essence of the contract be determined to be void.

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

30. Conflict. When there is a conflict between the this purchase order (including, without limitation, these Terms and Conditions) and the Seller's invoice, this purchase order shall prevail.

Council Agenda Item: # R 2j

AGENDA CAPTION:

Consideration and approval of a bid for Tent Rental Services (Bid No. 13-19) submitted by Mike Sandone Productions in the amount of \$136,745.00 annually for a three year period beginning 2013 with the option to renew for two additional one year terms.

FINANCIAL IMPACT:

The proposed bid amount of \$136,745.00 is \$12,925 more than 2012; however, it is allocated within the FY13 budget. The following provides a brief overview of the bids and the attached document provides further detail.

Mike Sandone Productions -- \$136,745 M&M -- \$153,435
Exclusive Tent Rentals - \$102,800 (Oktoberfest only)

BACKGROUND:

The bid was sent to 6 companies and was advertised for two weeks in The Dallas Morning New and on Bid Sync. Two complete bids were received from Mike Sandone Productions and M&M The Special Events Company and one incomplete bid was received by Exclusive Tent Rentals (Oktoberfest only). Mike Sandone Productions has successfully provided tent rental services for previous Addison special events. While the bid pricing is effective for three years with the option to renew for two additional one year terms, the Town may cancel the agreement without cause at anytime.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

 [2013 Tent Contract](#)

Type:

Backup Material

**Bid Tabulation Packet
for
Solicitation 13-19**

Tent Rental - Addison Special Events

Bid designation: Public

A handwritten signature in black ink that reads "Addison!". The letters are cursive and slanted to the right. There is a small trademark symbol (TM) at the end of the word.

Town of Addison

Bid #13-19 - Tent Rental - Addison Special Events

Creation Date **Feb 13, 2013**

End Date **Mar 5, 2013 10:00:00 AM CST**

Start Date **Feb 18, 2013 8:29:41 AM CST**

Awarded Date **Not Yet Awarded**

13-19--01-01 TASTE ADDISON: 10 x 10 Frame Tent only						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
M&M The Special Events Company	First Offer - \$105.00	18 / each	\$1,890.00			Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			
Michael Sandone Productions, Inc.	First Offer - \$110.00	18 / each	\$1,980.00			Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			
Michael Sandone Productions, Inc.	<input checked="" type="checkbox"/> First Offer - \$110.00	18 / each	\$1,980.00			Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			

13-19--01-02 TASTE ADDISON: 10 x 10 Frame Tent w/ Sidewall						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
Michael Sandone Productions, Inc.	First Offer - \$140.00	45 / each	\$6,300.00			Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			
Michael Sandone Productions, Inc.	<input checked="" type="checkbox"/> First Offer - \$140.00	45 / each	\$6,300.00			Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			
M&M The Special Events Company	First Offer - \$155.00	45 / each	\$6,975.00			Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			

13-19--01-03 TASTE ADDISON: 10 x 10 Frame Tent 2/Skdwall, Counters & Skirting						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
Michael Sandone Productions, Inc.	First Offer - \$185.00	48 / each	\$8,880.00			Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			
Michael Sandone Productions, Inc.	<input checked="" type="checkbox"/> First Offer - \$185.00	48 / each	\$8,880.00			Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			
M&M The Special Events Company	First Offer - \$190.00	48 / each	\$9,120.00			Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			

13-19--01-04 TASTE ADDISON: 10 x 20 Frame Tent Only						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
M&M The Special Events Company	First Offer - \$210.00	4 / each	\$840.00			Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			
Michael Sandone Productions, Inc.	First Offer - \$225.00	4 / each	\$900.00			Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			
Michael Sandone Productions, Inc.	<input checked="" type="checkbox"/> First Offer - \$225.00	4 / each	\$900.00			Y
Product Code:			Supplier Product Code:			
Agency Notes:			Supplier Notes:			

13-19--01-05 TASTE ADDISON: 10 x 20 Frame Tent w/ Sidewall						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Michael Sandone Productions, Inc.	First Offer - \$265.00	11 / each	\$2,915.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Michael Sandone Productions, Inc.	<input checked="" type="checkbox"/> First Offer - \$265.00	11 / each	\$2,915.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
M&M The Special Events Company	First Offer - \$285.00	11 / each	\$3,135.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--01-06 TASTE ADDISON: 10 x 20 Frame Tent 2/ Sidewall, Counters & Skirting					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Michael Sandone Productions, Inc.	First Offer - \$320.00	34 / each	\$10,880.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Michael Sandone Productions, Inc.	<input checked="" type="checkbox"/> First Offer - \$320.00	34 / each	\$10,880.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
M&M The Special Events Company	First Offer - \$365.00	34 / each	\$12,410.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--01-07 TASTE ADDISON: 20 x 20 Frame Tent Only					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Michael Sandone Productions, Inc.	First Offer - \$285.00	1 / each	\$285.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Michael Sandone Productions, Inc.	<input checked="" type="checkbox"/> First Offer - \$285.00	1 / each	\$285.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
M&M The Special Events Company	First Offer - \$340.00	1 / each	\$340.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--01-08 TASTE ADDISON: 20 x 30 Frame Tent 2/ Sidewall					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$535.00	2 / each	\$1,070.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Michael Sandone Productions, Inc.	First Offer - \$720.00	2 / each	\$1,440.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Michael Sandone Productions, Inc.	<input checked="" type="checkbox"/> First Offer - \$720.00	2 / each	\$1,440.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--01-09 TASTE ADDISON: 30 x 60 Clear-Span Tent 2/ Lighting, Fabric Liner					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	Alt 1 - \$3,270.00	1 / each	\$3,270.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: 30x60 FRAME tent w/ lights and fabric liner.			
Michael Sandone Productions, Inc.	First Offer - \$4,250.00	1 / each	\$4,250.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

<u>Michael Sandone Productions, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$4,250.00	1 / each	\$4,250.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>M&M The Special Events Company</u>	First Offer - \$4,700.00	1 / each	\$4,700.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--01-10 TASTE ADDISON: 40 x 85 Clear-Span Tent					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>M&M The Special Events Company</u>	Alt 1 - \$3,100.00	1 / each	\$3,100.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: 40x80 FRAME tent			
<u>Michael Sandone Productions, Inc.</u>	First Offer - \$4,250.00	1 / each	\$4,250.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$4,250.00	1 / each	\$4,250.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>M&M The Special Events Company</u>	First Offer - \$4,930.00	1 / each	\$4,930.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--02-01 SUMMER SERIES: 10 x 10 Frame Tent w/ Counters, Skirting & Water Barrels					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Michael Sandone Productions, Inc.</u>	First Offer - \$450.00	1 / each	\$450.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$450.00	1 / each	\$450.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>M&M The Special Events Company</u>	First Offer - \$650.00	1 / each	\$650.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--03-01 KABOOM TOWN!: 10 x 10 Frame Tent Only					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>M&M The Special Events Company</u>	First Offer - \$105.00	7 / each	\$735.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	First Offer - \$110.00	7 / each	\$770.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$110.00	7 / each	\$770.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--03-02 KABOOM TOWN!: 10 x 10 Frame Text w/ Sidewall					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Michael Sandone Productions, Inc.</u>	First Offer - \$140.00	5 / each	\$700.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$140.00	5 / each	\$700.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>M&M The Special Events Company</u>	First Offer - \$155.00	5 / each	\$775.00		Y

Product Code:	Supplier Product Code:
Agency Notes:	Supplier Notes:

13-19--03-03 KABOOM TOWN!: 10 x 10 Frame Tent w/ Sidewall, Counters & Skirting					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Michael Sandone Productions, Inc.	First Offer - \$185.00	7 / each	\$1,295.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
Michael Sandone Productions, Inc.	<input checked="" type="checkbox"/> First Offer - \$185.00	7 / each	\$1,295.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
M&M The Special Events Company	First Offer - \$190.00	7 / each	\$1,330.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-19--03-04 KABOOM TOWN!: 10 x 20 Frame Tent Only					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$210.00	7 / each	\$1,470.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
Michael Sandone Productions, Inc.	First Offer - \$220.00	7 / each	\$1,540.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
Michael Sandone Productions, Inc.	<input checked="" type="checkbox"/> First Offer - \$220.00	7 / each	\$1,540.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-19--03-05 KABOOM TOWN!: 10 x 20 Frame Tent w/ Sidewall					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Michael Sandone Productions, Inc.	First Offer - \$265.00	3 / each	\$795.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
Michael Sandone Productions, Inc.	<input checked="" type="checkbox"/> First Offer - \$265.00	3 / each	\$795.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
M&M The Special Events Company	First Offer - \$285.00	3 / each	\$855.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-19--03-06 KABOOM TOWN!: 10 x 20 Frame Tent w/ Sidewall, Counters & Skirting					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Michael Sandone Productions, Inc.	First Offer - \$320.00	3 / each	\$960.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
Michael Sandone Productions, Inc.	<input checked="" type="checkbox"/> First Offer - \$320.00	3 / each	\$960.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		
M&M The Special Events Company	First Offer - \$365.00	3 / each	\$1,095.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-19--04-01 OKTOBERFEST: 10 x 10 Frame Tent Only					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Exclusive Tent Rentals	First Offer - \$100.00	15 / each	\$1,500.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes: 10' x 10' x 8' tensioned canopy		

<u>M&M The Special Events Company</u>	First Offer - \$105.00	15 / each	\$1,575.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	First Offer - \$110.00	15 / each	\$1,650.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$110.00	15 / each	\$1,650.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--04-02 OKTOBERFEST: 10 x 10 Frame Tent w/ Sidewall					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Exclusive Tent Rentals</u>	First Offer - \$100.00	35 / each	\$3,500.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: 10' x 10' x 8' tensioned canopy			
<u>Michael Sandone Productions, Inc.</u>	First Offer - \$140.00	35 / each	\$4,900.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$140.00	35 / each	\$4,900.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>M&M The Special Events Company</u>	First Offer - \$155.00	35 / each	\$5,425.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--04-03 OKTOBERFEST: 10 x 10 Frame Tent w/ Sidewall, Counters & Skirting					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Exclusive Tent Rentals</u>	First Offer - \$100.00	8 / each	\$800.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	First Offer - \$185.00	8 / each	\$1,480.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$185.00	8 / each	\$1,480.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>M&M The Special Events Company</u>	First Offer - \$190.00	8 / each	\$1,520.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--04-04 OKTOBERFEST: 10 x 20 Frame Tent Only					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Exclusive Tent Rentals</u>	First Offer - \$200.00	4 / each	\$800.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: 10' x 20' x 8' Tensioned Canopy			
<u>M&M The Special Events Company</u>	First Offer - \$210.00	4 / each	\$840.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	First Offer - \$225.00	4 / each	\$900.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$225.00	4 / each	\$900.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--04-05 OKTOBERFEST: 10 x 20 Frame Tent w/ Sidewall					
--	--	--	--	--	--

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Exclusive Tent Rentals</u>	First Offer - \$200.00	16 / each	\$3,200.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: 10' x 20' x 8' Tensioned Canopy			
<u>Michael Sandone Productions, Inc.</u>	First Offer - \$265.00	16 / each	\$4,240.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$265.00	16 / each	\$4,240.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>M&M The Special Events Company</u>	First Offer - \$285.00	16 / each	\$4,560.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--04-06 OKTOBERFEST: 10 x 20 Frame Tent w/ Sidewall, Counters & Skirting					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Exclusive Tent Rentals</u>	First Offer - \$200.00	12 / each	\$2,400.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: 10' x 20' x 8' Tensioned Canopy			
<u>Michael Sandone Productions, Inc.</u>	First Offer - \$320.00	12 / each	\$3,840.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$320.00	12 / each	\$3,840.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>M&M The Special Events Company</u>	First Offer - \$365.00	12 / each	\$4,380.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--04-07 OKTOBERFEST: 10 x 60 Frame Tent w/ Sidewall, Counters & Skirting					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Exclusive Tent Rentals</u>	First Offer - \$600.00	1 / each	\$600.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: 10' x 60' Tensioned Canopy			
<u>Michael Sandone Productions, Inc.</u>	First Offer - \$875.00	1 / each	\$875.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$875.00	1 / each	\$875.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>M&M The Special Events Company</u>	First Offer - \$900.00	1 / each	\$900.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--04-08 OKTOBERFEST: 15 x 60 Frame Tent w/ Sidewall, Counters & Skirting					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Michael Sandone Productions, Inc.</u>	First Offer - \$1,050.00	1 / each	\$1,050.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$1,050.00	1 / each	\$1,050.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>M&M The Special Events Company</u>	First Offer - \$1,175.00	1 / each	\$1,175.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--04-09 OKTOBERFEST: 20 x 20 Frame Tent w/ One Gable End					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Michael Sandone Productions, Inc.	First Offer - \$285.00	1 / each	\$285.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Michael Sandone Productions, Inc.	<input checked="" type="checkbox"/> First Offer - \$285.00	1 / each	\$285.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
M&M The Special Events Company	First Offer - \$340.00	1 / each	\$340.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--04-10 OKTOBERFEST: 20 x 20 Frame Tent w/ Counters & Skirting					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Michael Sandone Productions, Inc.	First Offer - \$450.00	5 / each	\$2,250.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Michael Sandone Productions, Inc.	<input checked="" type="checkbox"/> First Offer - \$450.00	5 / each	\$2,250.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
M&M The Special Events Company	First Offer - \$500.00	5 / each	\$2,500.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--04-11 OKTOBERFEST: 20 x 30 Frame Tent w/ Counters & Skirting					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$620.00	2 / each	\$1,240.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Michael Sandone Productions, Inc.	First Offer - \$625.00	2 / each	\$1,250.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Michael Sandone Productions, Inc.	<input checked="" type="checkbox"/> First Offer - \$625.00	2 / each	\$1,250.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--04-12 OKTOBERFEST: 20 x 40 Frame Tent w/ Sidewall, Counters & Skirting					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$760.00	2 / each	\$1,520.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Michael Sandone Productions, Inc.	First Offer - \$800.00	2 / each	\$1,600.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Michael Sandone Productions, Inc.	<input checked="" type="checkbox"/> First Offer - \$800.00	2 / each	\$1,600.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--04-13 OKTOBERFEST: 20 x 40 Frame Tent Only					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
M&M The Special Events Company	First Offer - \$525.00	1 / each	\$525.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Michael Sandone Productions, Inc.	First Offer - \$600.00	1 / each	\$600.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

<u>Michael Sandone Productions, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$600.00	1 / each	\$600.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--04-14 OKTOBERFEST: 20 x 60 Frame Tent w/ Sidewall, Counters & Skirting					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>M&M The Special Events Company</u>	First Offer - \$1,000.00	1 / each	\$1,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	First Offer - \$1,150.00	1 / each	\$1,150.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$1,150.00	1 / each	\$1,150.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--04-15 OKTOBERFEST: 20 x 50 Frame Tent w/ Counters & Skirting					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>M&M The Special Events Company</u>	First Offer - \$950.00	1 / each	\$950.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	First Offer - \$975.00	1 / each	\$975.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$975.00	1 / each	\$975.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-19--04-16 OKTOBERFEST: 40 x 80 Clear Span Tent w/ 80 ft. Wall					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>M&M The Special Events Company</u>	Alt 1 - \$3,025.00	1 / each	\$3,025.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: 40x80 FRAME tent w/ 80 ft. Wall			
<u>Michael Sandone Productions, Inc.</u>	First Offer - \$3,600.00	1 / each	\$3,600.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$3,600.00	1 / each	\$3,600.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>M&M The Special Events Company</u>	First Offer - \$4,750.00	1 / each	\$4,750.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Exclusive Tent Rentals</u>	First Offer - \$6,000.00	1 / each	\$6,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: 40' x 80' x 8' Pre-Engineered Clear Span Structure			

13-19--04-17 OKTOBERFEST: 100 x 100 Clear Span Tent w/ Wall & Doors					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Michael Sandone Productions, Inc.</u>	First Offer - \$40,500.00	1 / each	\$40,500.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Addendum #1 to Solicitation 13-19 corrected the tent size to 100 x 300. This bid is in accordance to the change in tent size.			
<u>Michael Sandone Productions, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$40,500.00	1 / each	\$40,500.00		Y
Product Code:		Supplier Product Code:			

Agency Notes:		Supplier Notes:			
<u>M&M The Special Events Company</u>	First Offer - \$50,900.00	1 / each	\$50,900.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: This was corrected to a 100x300 clear span tent w/ walls & doors			
<u>Exclusive Tent Rentals</u>	First Offer - \$60,000.00	1 / each	\$60,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: 100' x 300' x 10' Pre-Engineered Clear Span Structure			

13-19--04-18 OKTOBERFEST: 60 x 210 Clear Span Tent w/ Wall & Doors					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>Michael Sandone Productions, Inc.</u>	First Offer - \$17,010.00	1 / each	\$17,010.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Michael Sandone Productions, Inc.</u>	<input checked="" type="checkbox"/> First Offer - \$17,010.00	1 / each	\$17,010.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>M&M The Special Events Company</u>	First Offer - \$22,000.00	1 / each	\$22,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
<u>Exclusive Tent Rentals</u>	First Offer - \$24,000.00	1 / each	\$24,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: 60' x 210' x 8' Pre-Engineered Clear Span Structure			

Supplier Totals

<u>Michael Sandone Productions, Inc.</u>		\$136,745.00 (35/35 items)
Bid Contact	Michael Sandone mike@sandoneproductions.com Ph 214-637-6334 Fax 214-637-6339	Address 8800 Chancellor Row P.O. Box 560524 Dallas, TX 75356
Agency Notes:	Supplier Notes:	
<u>Michael Sandone Productions, Inc.</u>		\$136,745.00 (35/35 items)
Bid Contact	William Glassner info@sandoneproductions.com Ph 214-637-6334	Address 8800 Chancellor Row Dallas, TX 75247
Agency Notes:	Supplier Notes:	
<u>M&M The Special Events Company</u>		\$153,435.00 (35/35 items)
Bid Contact	Anne Scarborough anne@mmspecialevents.com Ph 214-350-5373	Address 2161 Hutton Drive # 126 Carrollton, TX 75006
Bid Notes	\$1250 delivery fee for Taste of Addison \$650 delivery fee for Kaboom Town \$2250 delivery fee for Oktoberfest	
Agency Notes:	Supplier Notes: \$1250 delivery fee for Taste of Addison \$650 delivery fee for Kaboom Town \$2250 delivery fee for Oktoberfest	
<u>Exclusive Tent Rentals</u>		\$102,800.00 (10/35 items)
Bid Contact	Orlando Ramirez orlando@exclusivetentrentals.com Ph 909-355-7400 Fax 909-355-7402	Address 15495 Arrow Route Fontana, CA 92335
Agency Notes:	Supplier Notes:	

**

Michael Sandone Productions, Inc.

Bid Contact **Michael Sandone**
mike@sandoneproductions.com
Ph 214-637-6334
Fax 214-637-6339

Address **8800 Chancellor Row**
P.O. Box 560524
Dallas, TX 75356

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
13-19--01-01	TASTE ADDISON: 10 x 10 Frame Tent only	Supplier Product Code:	First Offer - \$110.00	18 / each	\$1,980.00	Y
13-19--01-02	TASTE ADDISON: 10 x 10 Frame Tent w/ Sidewall	Supplier Product Code:	First Offer - \$140.00	45 / each	\$6,300.00	Y
13-19--01-03	TASTE ADDISON: 10 x 10 Frame Tent 2/Skdewall, Counters & Skirting	Supplier Product Code:	First Offer - \$185.00	48 / each	\$8,880.00	Y
13-19--01-04	TASTE ADDISON: 10 x 20 Frame Tent Only	Supplier Product Code:	First Offer - \$225.00	4 / each	\$900.00	Y
13-19--01-05	TASTE ADDISON: 10 x 20 Frame Tent w/ Sidewall	Supplier Product Code:	First Offer - \$265.00	11 / each	\$2,915.00	Y
13-19--01-06	TASTE ADDISON: 10 x 20 Frame Tent 2/ Sidewall, Counters & Skirting	Supplier Product Code:	First Offer - \$320.00	34 / each	\$10,880.00	Y
13-19--01-07	TASTE ADDISON: 20 x 20 Frame Tent Only	Supplier Product Code:	First Offer - \$285.00	1 / each	\$285.00	Y
13-19--01-08	TASTE ADDISON: 20 x 30 Frame Tent 2/ Sidewall	Supplier Product Code:	First Offer - \$720.00	2 / each	\$1,440.00	Y
13-19--01-09	TASTE ADDISON: 30 x 60 Clear-Span Tent 2/ Lighting, Fabric Liner	Supplier Product Code:	First Offer - \$4,250.00	1 / each	\$4,250.00	Y
13-19--01-10	TASTE ADDISON: 40 x 85 Clear-Span Tent	Supplier Product Code:	First Offer - \$4,250.00	1 / each	\$4,250.00	Y
					Lot Total	
					\$42,080.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
13-19--02-01	SUMMER SERIES:	Supplier	First Offer - \$450.00	1 / each	\$450.00	Y

10 x 10 Frame Tent
w/ Counters,
Skirting & Water
Barrels

Item #	Line Item	Notes	Unit Price	Lot Total Qty/Unit	Total Price	Attch. Docs
					\$450.00	
13-19--03-01	KABOOM TOWN! 10 x 10 Frame Tent Only	Supplier Product Code:	First Offer - \$110.00	7 / each	\$770.00	Y
13-19--03-02	KABOOM TOWN! 10 x 10 Frame Text w/ Sidewall	Supplier Product Code:	First Offer - \$140.00	5 / each	\$700.00	Y
13-19--03-03	KABOOM TOWN! 10 x 10 Frame Tent w/ Sidewall, Counters & Skirting	Supplier Product Code:	First Offer - \$185.00	7 / each	\$1,295.00	Y
13-19--03-04	KABOOM TOWN! 10 x 20 Frame Tent Only	Supplier Product Code:	First Offer - \$220.00	7 / each	\$1,540.00	Y
13-19--03-05	KABOOM TOWN! 10 x 20 Frame Tent w/ Sidewall	Supplier Product Code:	First Offer - \$265.00	3 / each	\$795.00	Y
13-19--03-06	KABOOM TOWN! 10 x 20 Frame Tent w/ Sidewall, Counters & Skirting	Supplier Product Code:	First Offer - \$320.00	3 / each	\$960.00	Y
					\$6,060.00	
Item #	Line Item	Notes	Unit Price	Lot Total Qty/Unit	Total Price	Attch. Docs
13-19--04-01	OKTOBERFEST: 10 x 10 Frame Tent Only	Supplier Product Code:	First Offer - \$110.00	15 / each	\$1,650.00	Y
13-19--04-02	OKTOBERFEST: 10 x 10 Frame Tent w/ Sidewall	Supplier Product Code:	First Offer - \$140.00	35 / each	\$4,900.00	Y
13-19--04-03	OKTOBERFEST: 10 x 10 Frame Tent w/ Sidewall, Counters & Skirting	Supplier Product Code:	First Offer - \$185.00	8 / each	\$1,480.00	Y
13-19--04-04	OKTOBERFEST: 10 x 20 Frame Tent Only	Supplier Product Code:	First Offer - \$225.00	4 / each	\$900.00	Y
13-19--04-05	OKTOBERFEST: 10 x 20 Frame Tent w/ Sidewall	Supplier Product Code:	First Offer - \$265.00	16 / each	\$4,240.00	Y
13-19--04-06	OKTOBERFEST:	Supplier Product Code:	First Offer - \$320.00	12 / each	\$3,840.00	Y

10 x 20 Frame
Tent w/
Sidewall,
Counters &
Skirting

13-19--04-07	Supplier Product OKTOBERFEST: Code: 10 x 60 Frame Tent w/ Sidewall, Counters & Skirting	First Offer - \$875.00	1 / each	\$875.00	Y
13-19--04-08	Supplier Product OKTOBERFEST: Code: 15 x 60 Frame Tent w/ Sidewall, Counters & Skirting	First Offer - \$1,050.00	1 / each	\$1,050.00	Y
13-19--04-09	Supplier Product OKTOBERFEST: Code: 20 x 20 Frame Tent w/ One Gable End	First Offer - \$285.00	1 / each	\$285.00	Y
13-19--04-10	Supplier Product OKTOBERFEST: Code: 20 x 20 Frame Tent w/ Counters & Skirting	First Offer - \$450.00	5 / each	\$2,250.00	Y
13-19--04-11	Supplier Product OKTOBERFEST: Code: 20 x 30 Frame Tent w/ Counters & Skirting	First Offer - \$625.00	2 / each	\$1,250.00	Y
13-19--04-12	Supplier Product OKTOBERFEST: Code: 20 x 40 Frame Tent w/ Sidewall, Counters & Skirting	First Offer - \$800.00	2 / each	\$1,600.00	Y
13-19--04-13	Supplier Product OKTOBERFEST: Code: 20 x 40 Frame Tent Only	First Offer - \$600.00	1 / each	\$600.00	Y
13-19--04-14	Supplier Product OKTOBERFEST: Code: 20 x 60 Frame Tent w/ Sidewall, Counters & Skirting	First Offer - \$1,150.00	1 / each	\$1,150.00	Y
13-19--04-15	Supplier Product OKTOBERFEST: Code: 20 x 50 Frame Text w/ Counters & Skirting	First Offer - \$975.00	1 / each	\$975.00	Y

13-19--04-16	OKTOBERFEST: 40 x 80 Clear Span Tent w/ 80 ft. Wall	Supplier Product Code:	First Offer - \$3,600.00	1 / each	\$3,600.00	Y
--------------	--	-------------------------------	---------------------------------	----------	-------------------	----------

13-19--04-17	OKTOBERFEST: 100 x 100 Clear Span Tent w/ Wall & Doors	Supplier Product Code: Supplier Notes: Addendum #1 to Solicitation 13-19 corrected the tent size to 100 x 300. This bid is in accordance to the change in tent size.	First Offer - \$40,500.00	1 / each	\$40,500.00	Y
--------------	--	---	----------------------------------	----------	--------------------	----------

13-19--04-18	OKTOBERFEST: 60 x 210 Clear Span Tent w/ Wall & Doors	Supplier Product Code:	First Offer - \$17,010.00	1 / each	\$17,010.00	Y
--------------	--	-------------------------------	----------------------------------	----------	--------------------	----------

Lot Total **\$88,155.00**

Supplier Total **\$136,745.00**

Supplier: **Michael Sandone Productions, Inc.**

QUALIFICATION AND REFERENCE STATEMENT

BIDDER: Michael Sandone Productions, Inc.

COMPANY INFORMATION:

Number of years in business? **25**

Number of years at current location? **22**

Do you maintain a permanent commercial business office? **Yes**

Have you or any present partners or officers failed to complete a contract: **No** If yes, give name of owner and/or surety?

--

Can you be reached 24 hours a day (in an emergency)? **Yes**

Pager# Cell Phone# **469-672-7023**

Answer Svc# **214-637-6334** Other# **214-564-8222**

CUSTOMER REFERENCES

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email
State Fair of Texas	Bob Hilbun	214-542-0003	bhilbon@bigtex.com
City of Richardson	Serri Ayers	972-744-4582	serri.ayers@cor.gov
ELI Marketing, Inc.	Fontaine Swope	713-703-4864	fontaine@elimarketing.com
City of Grapevine Texas	Gayle Hall	817-410-3558	ghall@grapevinetexasusa.com
Town of Addison Texas	Anne Marie Martin	214-639-5439	amartin@addisontx.gov

Supplier: **Michael Sandone Productions, Inc.**

**Town of Addison
Indemnification Agreement**

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "**Owner Persons**" and each being an "**Owner Person**"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "**Claims**"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "**Contractor Persons**"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

- (i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and**

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#: **Solicitation 13-19**

Company Name: **Michael Sandone Productions, Inc.**

Signature: **MCS** Date: **03/04/2013**

Supplier: **Michael Sandone Productions, Inc.**

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, , Medical Expense 5,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# Solicitation 13-19

Company: Michael Sandone Productions, Inc.

Printed Name: Michael Sandone

Signature: MCSDate: 03/04/2013

Supplier: Michael Sandone Productions, Inc.

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM WILL NOT BE COMPLIANT

Section I Company Profile

Name of Business: **Michael Sandone Productions, Inc.**

Business Address:

**8800 Chancellor Row
P.O. Box 560524
Dallas, TX 75356**

Contact Name: **Michael Sandone**

Phone#: **214-637-6334**

Fax#: **214-637-6339**

Email: **mike@sandoneproductions.com**

Name(s) Title of Authorized Company Officers:

Michael Sandone - President

Federal ID #: **75-2320108** W-9 Form: A W-9 form will be required from the successful bidder.

DUN #: **60-887-0655**

Remit Address: If different than your physical address:

same as above

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of 2% is offered for Payment Made Within **10** Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order. **10**

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of **30** Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmbl/cmblhub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number and expire date

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: MCS Date: 03/04/2013

Title: **President**

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

1/29/13

Supplier: Michael Sandone Productions, Inc.

TERMS AND CONDITIONS

The purchase shall be governed by the following terms and conditions:

1. Compliance With Law: Applicable Law. Seller shall fully and timely provide all goods described in this Purchase Order (contract) in strict accordance with and subject to the terms, covenants, and conditions hereof and all applicable Federal, State, and local laws, rules, and regulations, as amended from time to time. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Dallas County, Texas, and the parties agree to submit to the exclusive personal jurisdiction of such courts. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
2. Seller to Package Goods. Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.
3. Shipment Under Reservation Prohibited. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
4. Title and Risk of Loss. Title and risk of loss of the goods will not pass to the City until the City actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.
5. Delivery Terms and Transportation Charges. Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. City shall have the right to designate what method of transportation shall be used to ship the goods. City assumes no liability for goods damaged while in transit and or delivered in a damaged condition. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the City of the same.
6. Right of Inspection and Rejection: Backorders. The City shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the City Purchasing Manager, may be cancelled by the City without liability of any kind whatsoever, and payment will not be made for such cancellations.
7. No Replacement of Defective Tender. Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and Seller shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, Seller may notify City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
8. Acceptance of Incomplete or Non-Conforming Goods. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, City prefers to accept such goods, City may do so. Seller shall pay all claims, costs, losses and damages attributable to City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, City may deduct such amounts as are necessary to compensate City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to City by Seller.
9. Invoices: Price Not Result of Competitive Bid.
 - (a) Seller shall submit separate invoices in duplicate on each purchase order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
 - (b) Invoices shall indicate the purchase order number and contract number, if applicable. Failure to put purchase order number on the delivery ticket and invoice may result in a delay in payment of invoices. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be mailed to Accounts Payable, Town of Addison, Texas, at P.O. Box 9010, Addison, Texas 75001-9010. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Seller's invoice.
 - (c) Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

(d) Payment will not be due until the above instruments are submitted after delivery and acceptance.

(e) If the price(s) for the order under this contract was not the result of a competitive bid, Seller affirms that the price(s) charged City are equal to or lower than the lowest price charged to other customers of Seller for the same or similar products and/or services, in similar or like quantities, in the Dallas/Fort Worth metroplex.

10. Payment.

(a) All proper invoices received by the City will be paid within thirty (30) days of the City's receipt and acceptance of the goods or of the invoice, whichever is later, unless other terms are specified on the face of the purchase order in the original printing. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.

(b) If partial shipments or deliveries are authorized by the City, Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

(c) The City may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of: (i) delivery of defective or non-conforming goods by Seller, or (ii) failure of the Seller to submit proper invoices with all required attachments and supporting documentation, or (iii) failure of Seller to deliver quantity of goods ordered (payment will be made for actual quantities delivered).

(d) The City's payment obligations are payable only and solely from funds appropriated, budgeted, and available for the purpose of this purchase. The absence of appropriated and budgeted or other lawfully available funds shall render the contract null and void to the extent funds are not appropriated and budgeted or available and any goods delivered but unpaid shall be returned to Seller. The City shall provide the Seller written notice of the failure of the City to make an adequate appropriation and budget for any fiscal year to pay the amounts due under the contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract.

11. Warranty -- Price.

(a) Seller warrants the prices quoted in its bid are no higher than Seller's current prices on orders by others for like goods under similar terms of purchase.

(b) Seller certifies that the prices in Seller's bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

(c) In the event of any breach of this warranty, the prices of the items will be reduced to Seller's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Seller of any kind whatsoever. In addition to any other remedy available, the City may deduct from any amounts owed to Seller, or otherwise recover, any amounts paid for items in excess of Seller's current prices on orders by others for like goods under similar terms of purchase.

12. Warranty -- Title. Without limiting any provision of law, Seller warrants that it has good and indefeasible title to all goods furnished hereunder, and that the goods are free and clear of all liens, claims, security interests and encumbrances. Seller shall indemnify and hold the City harmless from and against all adverse title claims to the goods.

13. Warranty - Goods. Seller will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of City. Seller warrants and represents that all goods sold the City shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the City's solicitation, to any samples furnished by Seller, to the terms, covenants and conditions of any contract in connection herewith, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the City's solicitation, the goods shall be new, and not recycled, used or reconditioned (and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

(a) Seller may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

(b) Unless otherwise specified in a contract and approved by the City in writing, the warranty period shall be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand either repair the defective or non-conforming goods, or replace the non-conforming or defective goods with fully conforming and non-defective goods, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by Seller. The City shall endeavor to give Seller written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights hereunder.

(c) If Seller is unable or unwilling to repair or replace defective or non-conforming goods as required by City, then in addition to any other available remedy, City may reduce the quantity of goods it may be required to purchase under the contract from Seller, and purchase conforming goods from other sources. In such event, Seller shall pay to City upon demand the increased cost, if any, incurred by the City to procure such goods from another source.

(d) If Seller is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to City. If for any reason the manufacturer's warranty cannot be fully transferred to City, Seller shall assist and cooperate with City to the fullest extent to enforce such manufacturer's warranty for the benefit of City.

14. Right to Assurance. Whenever one party to the contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of this contract.

15. Default. Seller shall be in default under this contract if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this contract, (b) fails to provide adequate assurance of performance as provided for herein, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16. Termination For Cause. In the event of a default by Seller, the City shall have the right to terminate this contract for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless Seller, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of Seller's default, including, without limitation, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by Seller, the City may remove Seller from the City's vendor list for a reasonable period of time as determined by the City (but not to exceed two (2) years) and any offer submitted by Seller may be disqualified for such reasonable period of time. All rights and remedies under the contract are cumulative and are not exclusive of any other right or remedy provided by law.

17. Termination Without Cause. City shall have the right to terminate this contract, in whole or in part, without cause any time upon thirty (30) days prior written notice to Seller. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to this contract, with such exceptions, if any, specified in the notice of termination. City shall pay Seller, to the extent of funds appropriated and budgeted or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

18. Delay. City may delay scheduled delivery or other due dates by written notice to Seller if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Seller shall negotiate an equitable adjustment for costs incurred by Seller in the contract price and execute an amendment to the contract. Seller must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse Seller from delaying the delivery as notified.

19. Indemnity.

(a) For purposes hereof: (i) "Claims" shall mean and include any and all claims, demands, suits, causes of action, judgments, penalties, fines, and liability of every character, type or description whatsoever, including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, and including attorney and other professional fees, for: (1) damage to or loss of the property of any person (including, but not limited to the City, Seller, their respective agents, officers, employees and subcontractors, and third parties), (2) death, bodily injury, illness, disease, worker's

compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of City, Seller, and third parties), (3) breach of contract, and (4) any other harm for which recovery of damages or any other remedy is sought; (ii) "Indemnified Persons" shall mean and include the City, and the City's officials, officers, employees, and agents; and (iii) "Fault" shall mean and include the sale or delivery of defective or non-conforming goods, any act or omission of negligence, any act or omission of gross negligence, any act or omission involving willful misconduct, or a breach of any legally imposed strict liability standard.

(b) Contractor shall defend (such defense being at the City's option), indemnify the Indemnified Persons against and hold the Indemnified Persons harmless from any and all Claims arising out of, incident to, concerning, or resulting from the Fault of Seller, its officers, employees, subcontractors, agents, and any person for whom Contractor is legally liable (together, "Seller Parties") hereunder, regardless of whether or not any Claims is caused in part by any of the Indemnified Persons. This obligation shall survive the termination of this contract.

20. Gratuity. City may, by written notice to Seller, cancel this contract without liability to Seller if it is determined by City that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of City with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract.

21. Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this contract shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the City shall be addressed to City at 5300 Belt Line Road, Addison, Texas _____ and marked to the attention of the City Finance Director.

22. No Warranty By City Against Infringement. As part of this contract, Seller agrees to ascertain whether goods manufactured according to the specifications for the goods will cause the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will City be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify City of that opinion. If City does not receive such notice and is subsequently held liable for infringement or the like, Seller shall defend, indemnify, and save City, its officials, officers, and employees harmless from and against any and all damages, liability, claims, expenses and costs in connection therewith; if Seller in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void, and neither City nor Seller shall have any liability one to the other.

23. Assignment. Seller shall not sell, assign, transfer or otherwise convey any interest, right, duty, or obligation in or under this contract in whole or in part without the prior written consent of the City. No assignment, transfer or other conveyance under this contract will be effective without the prior written consent of the City.

24. No Third-Party Beneficiary. For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Seller, or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

25. Waiver. The failure by either party to exercise any right, power, or option given to it by this contract, or to insist upon strict compliance with the terms of this contract, shall not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

25. Modifications. This contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Seller invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of this contract.

26. Independent contractor. Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

27. Interpretation. This contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this contract.

28. Severability. The invalidity, illegality, or unenforceability of any provision of this contract shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void or invalid provision shall be deemed severed from this contract and the balance of the contract shall be construed and enforced as if the contract did not contain the particular portion or provision held to be void. The parties further agree to reform the contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of

this section shall not prevent this entire contract from being void should a provision which is the essence of the contract be determined to be void.

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

30. Conflict. When there is a conflict between the this purchase order (including, without limitation, these Terms and Conditions) and the Seller's invoice, this purchase order shall prevail.

Michael Sandone Productions, Inc.

Bid Contact **William Glassner**
info@sandoneproductions.com
Ph 214-637-6334

Address **8800 Chancellor Row**
Dallas, TX 75247

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
13-19--01-01	TASTE ADDISON: 10 x 10 Frame Tent only	Supplier  Product  Code:	First Offer - \$110.00	18 / each	\$1,980.00	Y
13-19--01-02	TASTE ADDISON: 10 x 10 Frame Tent w/ Sidewall	Supplier  Product  Code:	First Offer - \$140.00	45 / each	\$6,300.00	Y
13-19--01-03	TASTE ADDISON: 10 x 10 Frame Tent 2/Skdewall, Counters & Skirting	Supplier  Product  Code:	First Offer - \$185.00	48 / each	\$8,880.00	Y
13-19--01-04	TASTE ADDISON: 10 x 20 Frame Tent Only	Supplier  Product  Code:	First Offer - \$225.00	4 / each	\$900.00	Y
13-19--01-05	TASTE ADDISON: 10 x 20 Frame Tent w/ Sidewall	Supplier  Product  Code:	First Offer - \$265.00	11 / each	\$2,915.00	Y
13-19--01-06	TASTE ADDISON: 10 x 20 Frame Tent 2/ Sidewall, Counters & Skirting	Supplier  Product  Code:	First Offer - \$320.00	34 / each	\$10,880.00	Y
13-19--01-07	TASTE ADDISON: 20 x 20 Frame Tent Only	Supplier  Product  Code:	First Offer - \$285.00	1 / each	\$285.00	Y
13-19--01-08	TASTE ADDISON: 20 x 30 Frame Tent 2/ Sidewall	Supplier  Product  Code:	First Offer - \$720.00	2 / each	\$1,440.00	Y
13-19--01-09	TASTE ADDISON: 30 x 60 Clear- Span Tent 2/ Lighting, Fabric Liner	Supplier  Product  Code:	First Offer - \$4,250.00	1 / each	\$4,250.00	Y
13-19--01-10	TASTE ADDISON: 40 x 85 Clear- Span Tent	Supplier  Product  Code:	First Offer - \$4,250.00	1 / each	\$4,250.00	Y

Item #	Line Item	Notes	Unit Price	Lot Total Qty/Unit	Total Price	Attch. Docs
					\$42,080.00	
13-19--02-01	SUMMER SERIES: 10 x 10 Frame Tent w/ Counters, Skirting & Water Barrels	Supplier  First Offer - Product Code:	\$450.00	1 / each	\$450.00	Y
					\$450.00	
Item #	Line Item	Notes	Unit Price	Lot Total Qty/Unit	Total Price	Attch. Docs
13-19--03-01	KABOOM TOWN!: 10 x 10 Frame Tent Only	Supplier  First Offer - Product Code:	\$110.00	7 / each	\$770.00	Y
13-19--03-02	KABOOM TOWN!: 10 x 10 Frame Text w/ Sidewall	Supplier  First Offer - Product Code:	\$140.00	5 / each	\$700.00	Y
13-19--03-03	KABOOM TOWN!: 10 x 10 Frame Tent w/ Sidewall, Counters & Skirting	Supplier  First Offer - Product Code:	\$185.00	7 / each	\$1,295.00	Y
13-19--03-04	KABOOM TOWN!: 10 x 20 Frame Tent Only	Supplier  First Offer - Product Code:	\$220.00	7 / each	\$1,540.00	Y
13-19--03-05	KABOOM TOWN!: 10 x 20 Frame Tent w/ Sidewall	Supplier  First Offer - Product Code:	\$265.00	3 / each	\$795.00	Y
13-19--03-06	KABOOM TOWN!: 10 x 20 Frame Tent w/ Sidewall, Counters & Skirting	Supplier  First Offer - Product Code:	\$320.00	3 / each	\$960.00	Y
					\$6,060.00	
Item #	Line Item	Notes	Unit Price	Lot Total Qty/Unit	Total Price	Attch. Docs
13-19--04-01	OKTOBERFEST: 10 x 10 Frame Tent Only	Supplier  First Offer - Product Code:	\$110.00	15 / each	\$1,650.00	Y
13-19--04-02	OKTOBERFEST: 10 x 10 Frame Tent w/ Sidewall	Supplier  First Offer - Product Code:	\$140.00	35 / each	\$4,900.00	Y
13-19--04-03	OKTOBERFEST: 10 x 10 Frame Tent w/ Sidewall, Counters & Skirting	Supplier  First Offer - Product Code:	\$185.00	8 / each	\$1,480.00	Y
13-19--04-04		Supplier  First Offer -	\$225.00	4 / each	\$900.00	Y

	OKTOBERFEST: Product 10 x 20 Frame Code: Tent Only					
13-19--04-05	OKTOBERFEST: Product 10 x 20 Frame Code: Tent w/ Sidewall	Supplier 	First Offer - \$265.00	16 / each	\$4,240.00	Y
13-19--04-06	OKTOBERFEST: Product 10 x 20 Frame Code: Tent w/ Sidewall, Counters & Skirting	Supplier 	First Offer - \$320.00	12 / each	\$3,840.00	Y
13-19--04-07	OKTOBERFEST: Product 10 x 60 Frame Code: Tent w/ Sidewall, Counters & Skirting	Supplier 	First Offer - \$875.00	1 / each	\$875.00	Y
13-19--04-08	OKTOBERFEST: Product 15 x 60 Frame Code: Tent w/ Sidewall, Counters & Skirting	Supplier 	First Offer - \$1,050.00	1 / each	\$1,050.00	Y
13-19--04-09	OKTOBERFEST: Product 20 x 20 Frame Code: Tent w/ One Gable End	Supplier 	First Offer - \$285.00	1 / each	\$285.00	Y
13-19--04-10	OKTOBERFEST: Product 20 x 20 Frame Code: Tent w/ Counters & Skirting	Supplier 	First Offer - \$450.00	5 / each	\$2,250.00	Y
13-19--04-11	OKTOBERFEST: Product 20 x 30 Frame Code: Tent w/ Counters & Skirting	Supplier 	First Offer - \$625.00	2 / each	\$1,250.00	Y
13-19--04-12	OKTOBERFEST: Product 20 x 40 Frame Code: Tent w/ Sidewall, Counters & Skirting	Supplier 	First Offer - \$800.00	2 / each	\$1,600.00	Y
13-19--04-13	OKTOBERFEST: Product 20 x 40 Frame Code: Tent Only	Supplier 	First Offer - \$600.00	1 / each	\$600.00	Y
13-19--04-14	OKTOBERFEST: Product	Supplier 	First Offer - \$1,150.00	1 / each	\$1,150.00	Y

20 x 60 Frame **Code:**
 Tent w/
 Sidewall,
 Counters &
 Skirting

13-19--04-15	Supplier 	First Offer - \$975.00	1 / each	\$975.00	Y
OKTOBERFEST: Product 20 x 50 Frame Code: Text w/ Counters & Skirting					
13-19--04-16	Supplier 	First Offer - \$3,600.00	1 / each	\$3,600.00	Y
OKTOBERFEST: Product 40 x 80 Clear Code: Span Tent w/ 80 ft. Wall					
13-19--04-17	Supplier 	First Offer - \$40,500.00	1 / each	\$40,500.00	Y
OKTOBERFEST: Product 100 x 100 Code: Clear Span Tent w/ Wall & Doors					
13-19--04-18	Supplier 	First Offer - \$17,010.00	1 / each	\$17,010.00	Y
OKTOBERFEST: Product 60 x 210 Clear Code: Span Tent w/ Wall & Doors					

Lot Total **\$88,155.00**
 Supplier Total **\$136,745.00**

Supplier: **Michael Sandone Productions, Inc.**

QUALIFICATION AND REFERENCE STATEMENT

BIDDER:

COMPANY INFORMATION:

Number of years in business?

Number of years at current location?

Do you maintain a permanent commercial business office?

Have you or any present partners or officers failed to complete a contract: If yes, give name of owner and/or surety?

--

Can you be reached 24 hours a day (in an emergency)?

Pager# Cell Phone#

Answer Svc# Other#

CUSTOMER REFERENCES

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email

Supplier: **Michael Sandone Productions, Inc.**

**Town of Addison
Indemnification Agreement**

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons" and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

- (i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and**

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#:

Company Name:

Signature: Date:

Supplier: **Michael Sandone Productions, Inc.**

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, , Medical Expense 5,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid#

Company:

Printed Name:

Signature: Date:

Supplier: **Michael Sandone Productions, Inc.**

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM WILL NOT BE COMPLIANT

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison
5350 Beltline Road
Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number and expire date

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities,

quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: Date:

Title:

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

1/29/13

Supplier: Michael Sandone Productions, Inc.

TERMS AND CONDITIONS

The purchase shall be governed by the following terms and conditions:

1. Compliance With Law: Applicable Law. Seller shall fully and timely provide all goods described in this Purchase Order (contract) in strict accordance with and subject to the terms, covenants, and conditions hereof and all applicable Federal, State, and local laws, rules, and regulations, as amended from time to time. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Dallas County, Texas, and the parties agree to submit to the exclusive personal jurisdiction of such courts. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
2. Seller to Package Goods. Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.
3. Shipment Under Reservation Prohibited. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
4. Title and Risk of Loss. Title and risk of loss of the goods will not pass to the City until the City actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.
5. Delivery Terms and Transportation Charges. Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. City shall have the right to designate what method of transportation shall be used to ship the goods. City assumes no liability for goods damaged while in transit and or delivered in a damaged condition. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the City of the same.
6. Right of Inspection and Rejection: Backorders. The City shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the City Purchasing Manager, may be cancelled by the City without liability of any kind whatsoever, and payment will not be made for such cancellations.
7. No Replacement of Defective Tender. Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and Seller shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, Seller may notify City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
8. Acceptance of Incomplete or Non-Conforming Goods. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, City prefers to accept such goods, City may do so. Seller shall pay all claims, costs, losses and damages attributable to City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, City may deduct such amounts as are necessary to compensate City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to City by Seller.
9. Invoices: Price Not Result of Competitive Bid.
 - (a) Seller shall submit separate invoices in duplicate on each purchase order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
 - (b) Invoices shall indicate the purchase order number and contract number, if applicable. Failure to put purchase order number on the delivery ticket and invoice may result in a delay in payment of invoices. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be mailed to Accounts Payable, Town of Addison, Texas, at P.O. Box 9010, Addison, Texas 75001-9010. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Seller's invoice.
 - (c) Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

(d) Payment will not be due until the above instruments are submitted after delivery and acceptance.

(e) If the price(s) for the order under this contract was not the result of a competitive bid, Seller affirms that the price(s) charged City are equal to or lower than the lowest price charged to other customers of Seller for the same or similar products and/or services, in similar or like quantities, in the Dallas/Fort Worth metroplex.

10. Payment.

-

(a) All proper invoices received by the City will be paid within thirty (30) days of the City's receipt and acceptance of the goods or of the invoice, whichever is later, unless other terms are specified on the face of the purchase order in the original printing. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.

(b) If partial shipments or deliveries are authorized by the City, Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

(c) The City may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of: (i) delivery of defective or non-conforming goods by Seller, or (ii) failure of the Seller to submit proper invoices with all required attachments and supporting documentation, or (iii) failure of Seller to deliver quantity of goods ordered (payment will be made for actual quantities delivered).

(d) The City's payment obligations are payable only and solely from funds appropriated, budgeted, and available for the purpose of this purchase. The absence of appropriated and budgeted or other lawfully available funds shall render the contract null and void to the extent funds are not appropriated and budgeted or available and any goods delivered but unpaid shall be returned to Seller. The City shall provide the Seller written notice of the failure of the City to make an adequate appropriation and budget for any fiscal year to pay the amounts due under the contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract.

11. Warranty – Price.

(a) Seller warrants the prices quoted in its bid are no higher than Seller's current prices on orders by others for like goods under similar terms of purchase.

(b) Seller certifies that the prices in Seller's bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

(c) In the event of any breach of this warranty, the prices of the items will be reduced to Seller's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Seller of any kind whatsoever. In addition to any other remedy available, the City may deduct from any amounts owed to Seller, or otherwise recover, any amounts paid for items in excess of Seller's current prices on orders by others for like goods under similar terms of purchase.

12. Warranty – Title. Without limiting any provision of law, Seller warrants that it has good and indefeasible title to all goods furnished hereunder, and that the goods are free and clear of all liens, claims, security interests and encumbrances. Seller shall indemnify and hold the City harmless from and against all adverse title claims to the goods.

13. Warranty - Goods. Seller will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of City. Seller warrants and represents that all goods sold the City shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the City's solicitation, to any samples furnished by Seller, to the terms, covenants and conditions of any contract in connection herewith, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the City's solicitation, the goods shall be new, and not recycled, used or reconditioned (and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

(a) Seller may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

(b) Unless otherwise specified in a contract and approved by the City in writing, the warranty period shall be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand either repair the defective or non-conforming goods, or replace the non-conforming or defective goods with fully conforming and non-defective goods, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by Seller. The City shall endeavor to give Seller written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights hereunder.

(c) If Seller is unable or unwilling to repair or replace defective or non-conforming goods as required by City, then in addition to any other available remedy, City may reduce the quantity of goods it may be required to purchase under the contract from Seller, and purchase conforming goods from other sources. In such event, Seller shall pay to City upon demand the increased cost, if any, incurred by the City to procure such goods from another source.

(d) If Seller is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to City. If for any reason the manufacturer's warranty cannot be fully transferred to City, Seller shall assist and cooperate with City to the fullest extent to enforce such manufacturer's warranty for the benefit of City.

14. Right to Assurance. Whenever one party to the contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of this contract.

15. Default. Seller shall be in default under this contract if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this contract, (b) fails to provide adequate assurance of performance as provided for herein, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16. Termination For Cause. In the event of a default by Seller, the City shall have the right to terminate this contract for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless Seller, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of Seller's default, including, without limitation, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by Seller, the City may remove Seller from the City's vendor list for a reasonable period of time as determined by the City (but not to exceed two (2) years) and any offer submitted by Seller may be disqualified for such reasonable period of time. All rights and remedies under the contract are cumulative and are not exclusive of any other right or remedy provided by law.

17. Termination Without Cause. City shall have the right to terminate this contract, in whole or in part, without cause any time upon thirty (30) days prior written notice to Seller. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to this contract, with such exceptions, if any, specified in the notice of termination. City shall pay Seller, to the extent of funds appropriated and budgeted or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

18. Delay. City may delay scheduled delivery or other due dates by written notice to Seller if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Seller shall negotiate an equitable adjustment for costs incurred by Seller in the contract price and execute an amendment to the contract. Seller must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse Seller from delaying the delivery as notified.

19. Indemnity.

(a) For purposes hereof: (i) "Claims" shall mean and include any and all claims, demands, suits, causes of action, judgments, penalties, fines, and liability of every character, type or description whatsoever, including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, and including attorney and other professional fees, for: (1) damage to or loss of the property of any person (including, but not limited to the City, Seller, their respective agents, officers, employees and subcontractors, and third parties), (2) death, bodily injury, illness, disease, worker's

compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of City, Seller, and third parties), (3) breach of contract, and (4) any other harm for which recovery of damages or any other remedy is sought; (ii) "Indemnified Persons" shall mean and include the City, and the City's officials, officers, employees, and agents; and (iii) "Fault" shall mean and include the sale or delivery of defective or non-conforming goods, any act or omission of negligence, any act or omission of gross negligence, any act or omission involving willful misconduct, or a breach of any legally imposed strict liability standard.

(b) Contractor shall defend (such defense being at the City's option), indemnify the Indemnified Persons against and hold the Indemnified Persons harmless from any and all Claims arising out of, incident to, concerning, or resulting from the Fault of Seller, its officers, employees, subcontractors, agents, and any person for whom Contractor is legally liable (together, "Seller Parties") hereunder, regardless of whether or not any Claims is caused in part by any of the Indemnified Persons. This obligation shall survive the termination of this contract.

20. Gratuity. City may, by written notice to Seller, cancel this contract without liability to Seller if it is determined by City that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of City with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract.

21. Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this contract shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the City shall be addressed to City at 5300 Belt Line Road, Addison, Texas _____ and marked to the attention of the City Finance Director.

22. No Warranty By City Against Infringement. As part of this contract, Seller agrees to ascertain whether goods manufactured according to the specifications for the goods will cause the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will City be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify City of that opinion. If City does not receive such notice and is subsequently held liable for infringement or the like, Seller shall defend, indemnify, and save City, its officials, officers, and employees harmless from and against any and all damages, liability, claims, expenses and costs in connection therewith; if Seller in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void, and neither City nor Seller shall have any liability one to the other.

23. Assignment. Seller shall not sell, assign, transfer or otherwise convey any interest, right, duty, or obligation in or under this contract in whole or in part without the prior written consent of the City. No assignment, transfer or other conveyance under this contract will be effective without the prior written consent of the City.

24. No Third-Party Beneficiary. For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Seller, or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

25. Waiver. The failure by either party to exercise any right, power, or option given to it by this contract, or to insist upon strict compliance with the terms of this contract, shall not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

25. Modifications. This contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Seller invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of this contract.

26. Independent contractor. Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

27. Interpretation. This contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this contract.

28. Severability. The invalidity, illegality, or unenforceability of any provision of this contract shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void or invalid provision shall be deemed severed from this contract and the balance of the contract shall be construed and enforced as if the contract did not contain the particular portion or provision held to be void. The parties further agree to reform the contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of

this section shall not prevent this entire contract from being void should a provision which is the essence of the contract be determined to be void.

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

30. Conflict. When there is a conflict between the this purchase order (including, without limitation, these Terms and Conditions) and the Seller's invoice, this purchase order shall prevail.

Council Agenda Item: # R 2k

AGENDA CAPTION:

Consideration and approval of a bid for Trash Pick-up Services (Bid No. 13-20) submitted by ACT Event Services in the amount of \$72,637.20 annually for a three year period beginning 2013 with the option to renew for two additional one year terms.

FINANCIAL IMPACT:

The proposed bid amount of \$72,637.20 is \$2,410.12 less than 2012 and is allocated within the FY13 budget. The attached document provides further detail.

BACKGROUND:

The bid was sent to 8 companies and was advertised for two weeks in The Dallas Morning News and on Bid Sync. One bid was received. Bidders submitted a bid for a total quantity of trash pick-up services for all special events. ACT Event Services has successfully provided trash pick-up services for prior Addison special events. While the bid pricing is effective for three years with the option to renew for two additional one year terms, the Town may cancel the agreement without cause at anytime.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

 [2013 Trash Pickup Contract](#)

Type:

Backup Material

**Bid Tabulation Packet
for
Solicitation 13-20**

Trash Pick-Up Services - Addison Special Events

Bid designation: Public

A handwritten logo for the Town of Addison. The word "Addison!" is written in a bold, cursive, black font, slanted upwards to the right. The exclamation point is prominent.

Town of Addison

Bid #13-20 - Trash Pick-Up Services - Addison Special EventsCreation Date **Feb 13, 2013**End Date **Mar 5, 2013 10:00:00 AM CST**Start Date **Feb 18, 2013 8:29:41 AM CST**Awarded Date **Not Yet Awarded**

13-20--01-01 TASTE ADDISON: Day 1 - 20 Trash Attendants					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	 First Offer - \$11.99	11 / hour	\$131.89		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--01-02 TASTE ADDISON: Day 1 - 2 Maids/Porters (Pavillion)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	 First Offer - \$11.99	11 / hour	\$131.89		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--01-03 TASTE ADDISON: Day 1 - 2 Maids/Porters (Conference)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	 First Offer - \$11.99	11 / hour	\$131.89		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--01-04 TASTE ADDISON: Day 1 - 1 Trash Pick-up (Conference)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	 First Offer - \$11.99	11 / hour	\$131.89		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--01-05 TASTE ADDISON: Day 1 - 2 VIP Trash Pick-up					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	 First Offer - \$11.99	11 / hour	\$131.89		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--01-06 TASTE ADDISON: Day 1 - 2 Working Supervisors					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	 First Offer - \$21.84	11 / hour	\$240.24		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--01-07 TASTE ADDISON: Day 1 - 1 Manager					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	 First Offer - \$24.75	11 / hour	\$272.25		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--01-08 TASTE ADDISON: Day 1 - 2 Recycling Employees					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	 First Offer - \$11.99	10 / hour	\$119.90		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--01-09 TASTE ADDISON: Day 2 - 15 Trash Attendants					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	7.5 / hour	\$89.925		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--01-10 TASTE ADDISON: Day 2 - 40 Trash Attendants					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	9.5 / hour	\$113.905		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--01-11 TASTE ADDISON: Day 2 - 2 Maids/Porters (Pavilion)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	16.5 / hour	\$197.835		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--01-12 TASTE ADDISON: Day 2 - 2 Maids/Porters (Conference)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	16.5 / hour	\$197.835		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--01-13 TASTE ADDISON: Day 2 - 1 Trash Pick-up (Conference)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	16.5 / hour	\$197.835		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--01-14 TASTE ADDISON: Day 2 - 2 VIP Trash Pick-up					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	16.5 / hour	\$197.835		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--01-15 TASTE ADDISON: Day 2 - 2 Working Supervisors					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$21.84	16.5 / hour	\$360.36		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--01-16 TASTE ADDISON: Day 2 - 1 manager					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$24.75	16.5 / hour	\$408.375		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--01-17 TASTE ADDISON: Day 2 - 2 Recycling Employees					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	16.5 / hour	\$197.835		Y

Product Code:	Supplier Product Code:
Agency Notes:	Supplier Notes:

13-20--01-18 TASTE ADDISON: Day 2 - 4 Cardboard & Coke Bottle Rec					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	First Offer - \$11.99	16.5 / hour	\$197.835		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--01-19 TASTE ADDISON: Day 3 - 15 Trash Attendants					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	First Offer - \$11.99	14 / hour	\$167.86		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--01-20 TASTE ADDISON: Day 3 - 2 Maids/Porters (Pavillion)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	First Offer - \$11.99	14 / hour	\$167.86		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--01-21 TASTE ADDISON: Day 3 - 2 Maids/Porters (Conference)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	First Offer - \$11.99	14 / hour	\$167.86		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--01-22 TASTE ADDISON: Day 3 - 1 Trash Pick-up (Conference)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	First Offer - \$11.99	14 / hour	\$167.86		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--01-23 TASTE ADDISON: Day 3 - 2 VIP Trash Pick-up					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	First Offer - \$11.99	14 / hour	\$167.86		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--01-24 TASTE ADDISON: Day 3 - 2 Working Supervisors					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	First Offer - \$21.84	14 / hour	\$305.76		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--01-25 TASTE ADDISON: Day 3 - 1 Manager					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	First Offer - \$24.75	14 / hour	\$346.50		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--01-26 TASTE ADDISON: Day 3 - 1 Recycling Employee					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

<u>ACT Services</u>	<input checked="" type="checkbox"/> First Offer - \$11.99	14 / hour	\$167.86		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-20--01-27 TASTE ADDISON: Day 3 - 2 Cardboard & Coke Bottle Rec					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>ACT Services</u>	<input checked="" type="checkbox"/> First Offer - \$11.99	14 / hour	\$167.86		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-20--01-28 TASTE ADDISON: Rental - Plastic Barrels					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>ACT Services</u>	<input checked="" type="checkbox"/> First Offer - \$11.00	270 / each	\$2,970.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-20--01-29 TASTE ADDISON: Rental - Recycle Barrels					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>ACT Services</u>	<input checked="" type="checkbox"/> First Offer - \$13.50	30 / each	\$405.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-20--01-30 TASTE ADDISON: Cases of Liner 43x48 X-Heavy Weight					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>ACT Services</u>	<input checked="" type="checkbox"/> First Offer - \$48.90	70 / each	\$3,423.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-20--01-31 TASTE ADDISON: Deliver Fee If Applicable					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>ACT Services</u>	<input checked="" type="checkbox"/> First Offer - \$0.00	1 / each	\$0.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-20--02-01 KABOOM TOWN!: July 3 - 10 Trash attendants (grounds)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>ACT Services</u>	<input checked="" type="checkbox"/> First Offer - \$11.99	14.5 / hour	\$173.855		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-20--02-02 KABOOM TOWN!: July 3 - 18 Trash Attendants (runway)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>ACT Services</u>	<input checked="" type="checkbox"/> First Offer - \$11.99	10 / hour	\$119.90		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

13-20--02-03 KABOOM TOWN!: July 3 - 8 Trash Attendants (grounds)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>ACT Services</u>	<input checked="" type="checkbox"/> First Offer - \$11.99	9.5 / hour	\$113.905		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

--	--	--	--	--	--

13-20--02-04 KABOOM TOWN!: July 3 - 2 Maids/Porters (Pavilion)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	 First Offer - \$11.99	14 / hour	\$167.86		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--02-05 KABOOM TOWN!: July 3 - 2 Maids/Porters (Conference)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	 First Offer - \$11.99	14 / hour	\$167.86		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--02-06 KABOOM TOWN!: July 3 - 4 Supervisors					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	 First Offer - \$21.84	14 / hour	\$305.76		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--02-07 KABOOM TOWN!: July 3 - 2 Recycle Dumpster Employees					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	 First Offer - \$11.99	14 / hour	\$167.86		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--02-08 KABOOM TOWN!: July 3 - 1 Manager					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	 First Offer - \$24.75	14 / hour	\$346.50		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--02-09 KABOOM TOWN!: July 3 - 2 Trash Attendants (Carnival)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	 First Offer - \$11.99	14.5 / hour	\$173.855		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--02-10 KABOOM TOWN!: July 3 - 4 Trash Attendants VIP Area					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	 First Offer - \$11.99	14.5 / hour	\$173.855		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--02-11 KABOOM TOWN!: July 3 - 3 Trash Pick - up (Conference)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	 First Offer - \$11.99	14 / hour	\$167.86		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--02-12 KABOOM TOWN!: July 3 - 4 Venue Recycling Crew					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	 First Offer - \$11.99	15 / hour	\$179.85		Y
Product Code:			Supplier Product Code:		

Agency Notes:	Supplier Notes:
----------------------	------------------------

13-20--02-13 KABOOM TOWN!: July 4 - 8 Trash Attendants (grounds)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	4 / hour	\$47.96		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--02-14 KABOOM TOWN!: July 4 - 1 Supervisor					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$21.84	4 / hour	\$87.36		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--02-15 KABOOM TOWN!: Rental - Plastic Barrels					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.00	230 / each	\$2,530.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--02-16 KABOOM TOWN!: Rental - Recycling Barrels					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$13.50	25 / each	\$337.50		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--02-17 KABOOM TOWN!: Cases of Liner 43x43 X-Heavy Weight					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$48.90	17 / each	\$831.30		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--02-18 KABOOM TOWN!: Delivery Fee If Applicable					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$0.00	1 / each	\$0.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--03-01 OKTOBERFEST: Day 1 - 23 Trash Attendants					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	9 / hour	\$107.91		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--03-02 OKTOBERFEST: Day 1 - 2 Supervisors					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$21.84	9 / hour	\$196.56		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

13-20--03-03 OKTOBERFEST: Day 1 - 2 Pavilion Male & Female Restroom attendees					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	9 / hour	\$107.91		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-20--03-04 OKTOBERFEST: Day 1 - 1 Conference Center Female Restroom Attende					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	9 / hour	\$107.91		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-20--03-05 OKTOBERFEST: Day 2 - 23 Trash Attendants					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	11 / hour	\$131.89		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-20--03-06 OKTOBERFEST: Day 2 - 2 Supervisors					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$21.84	11 / hour	\$240.24		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-20--03-07 OKTOBERFEST: Day 2 - 2 Pavilion Male & Female Restroom Attende					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	11 / hour	\$131.89		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-20--03-08 OKTOBERFEST: Day 2 - 1 Conference Center Female Restroom Attende					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	11 / hour	\$131.89		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-20--03-09 OKTOBERFEST: Day 3 - 10 Trash Attendants					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	8 / hour	\$95.92		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-20--03-10 OKTOBERFEST: Day 3 - 2 Supervisors					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$21.84	8 / hour	\$174.72		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-20--03-11 OKTOBERFEST: Day 3 - 20 Trash Attendants					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	10 / hour	\$119.90		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

13-20--03-12 OKTOBERFEST: Day 3 - 2 Supervisors					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$21.84	10 / hour	\$218.40		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--03-13 OKTOBERFEST: Day 3 - 2 Pavilion Male & Female Restroom Attendees					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	18 / hour	\$215.82		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--03-14 OKTOBERFEST: Day 3 - 1 Conference Center Female Restroom Attendee					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	18 / hour	\$215.82		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--03-15 OKTOBERFEST: Day 4 - 10 Trash Attendants					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	12 / hour	\$143.88		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--03-16 OKTOBERFEST: Day 4 - 2 Supervisors					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$21.84	12 / hour	\$262.08		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--03-17 OKTOBERFEST: Day 4 - 2 Pavilion Male & Female Restroom Attendees					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	12 / hour	\$143.88		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--03-18 OKTOBERFEST: Day 4 - 1 Conference Center Female Restroom Attendee					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.99	12 / hour	\$143.88		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--03-19 OKTOBERFEST: Rental - Plastic Barrels					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$11.00	200 / each	\$2,200.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

13-20--03-20 OKTOBERFEST: Cases of Liner 43x43 X-Heavy Weight					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
ACT Services	<input checked="" type="checkbox"/> First Offer - \$48.90	45 / each	\$2,200.50		Y
Product Code:			Supplier Product Code:		

Agency Notes:	Supplier Notes:
----------------------	------------------------

13-20--03-21 OKTOBERFEST: Deliver Fee if applicable					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<u>ACT Services</u>	<input checked="" type="checkbox"/> First Offer - \$0.00	1 / each	\$0.00		Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Supplier Totals

<u>ACT Services</u>	\$25,460.735 (70/70 items)
Bid Contact chris golightly <u>cgolightly@acteventsservices.com</u> Ph 214-373-9863 Fax 214-373-9865	Address 6440 n central expy dallas, TX 75206
Agency Notes:	Supplier Notes:

**

ACT Services

Bid Contact **chris golightly**
cgolightly@acteventservices.com
Ph 214-373-9863
Fax 214-373-9865

Address **6440 n central expy**
dallas, TX 75206

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
13-20--01-01	TASTE ADDISON: Day 1 - 20 Trash Attendants	Supplier  First Offer - Product Code:	\$11.99	11 / hour	\$131.89	Y
13-20--01-02	TASTE ADDISON: Day 1 - 2 Maids/Porters (Pavillion)	Supplier  First Offer - Product Code:	\$11.99	11 / hour	\$131.89	Y
13-20--01-03	TASTE ADDISON: Day 1 - 2 Maids/Porters (Conference)	Supplier  First Offer - Product Code:	\$11.99	11 / hour	\$131.89	Y
13-20--01-04	TASTE ADDISON: Day 1 - 1 Trash Pick-up (Conference)	Supplier  First Offer - Product Code:	\$11.99	11 / hour	\$131.89	Y
13-20--01-05	TASTE ADDISON: Day 1 - 2 VIP Trash Pick-up	Supplier  First Offer - Product Code:	\$11.99	11 / hour	\$131.89	Y
13-20--01-06	TASTE ADDISON: Day 1 - 2 Working Supervisors	Supplier  First Offer - Product Code:	\$21.84	11 / hour	\$240.24	Y
13-20--01-07	TASTE ADDISON: Day 1 - 1 Manager	Supplier  First Offer - Product Code:	\$24.75	11 / hour	\$272.25	Y
13-20--01-08	TASTE ADDISON: Day 1 - 2 Recycling Employees	Supplier  First Offer - Product Code:	\$11.99	10 / hour	\$119.90	Y
13-20--01-09	TASTE ADDISON: Day 2 - 15 Trash Attendants	Supplier  First Offer - Product Code:	\$11.99	7.5 / hour	\$89.925	Y
13-20--01-10	TASTE ADDISON: Day 2 - 40 Trash Attendants	Supplier  First Offer - Product Code:	\$11.99	9.5 / hour	\$113.905	Y
13-20--01-11	TASTE ADDISON: Day 2 - 2 Maids/Porters (Pavillion)	Supplier  First Offer - Product Code:	\$11.99	16.5 / hour	\$197.835	Y
13-20--01-12	TASTE	Supplier  First Offer - Product Code:	\$11.99	16.5 / hour	\$197.835	Y

	ADDISON: Day 2 - 2 Maids/Porters (Conference)	Product Code:					
13-20--01-13	TASTE ADDISON: Day 2 - 1 Trash Pick-up (Conference)	Supplier <input checked="" type="checkbox"/> Product Code:	First Offer - \$11.99	16.5 / hour	\$197.835	Y	
13-20--01-14	TASTE ADDISON: Day 2 - 2 VIP Trash Pick-up	Supplier <input checked="" type="checkbox"/> Product Code:	First Offer - \$11.99	16.5 / hour	\$197.835	Y	
13-20--01-15	TASTE ADDISON: Day 2 - 2 Working Supervisors	Supplier <input checked="" type="checkbox"/> Product Code:	First Offer - \$21.84	16.5 / hour	\$360.36	Y	
13-20--01-16	TASTE ADDISON: Day 2 - 1 manager	Supplier <input checked="" type="checkbox"/> Product Code:	First Offer - \$24.75	16.5 / hour	\$408.375	Y	
13-20--01-17	TASTE ADDISON: Day 2 - 2 Recycling Employees	Supplier <input checked="" type="checkbox"/> Product Code:	First Offer - \$11.99	16.5 / hour	\$197.835	Y	
13-20--01-18	TASTE ADDISON: Day 2 - 4 Cardboard & Coke Bottle Rec	Supplier <input checked="" type="checkbox"/> Product Code:	First Offer - \$11.99	16.5 / hour	\$197.835	Y	
13-20--01-19	TASTE ADDISON: Day 3 - 15 Trash Attendants	Supplier <input checked="" type="checkbox"/> Product Code:	First Offer - \$11.99	14 / hour	\$167.86	Y	
13-20--01-20	TASTE ADDISON: Day 3 - 2 Maids/Porters (Pavilion)	Supplier <input checked="" type="checkbox"/> Product Code:	First Offer - \$11.99	14 / hour	\$167.86	Y	
13-20--01-21	TASTE ADDISON: Day 3 - 2 Maids/Porters (Conference)	Supplier <input checked="" type="checkbox"/> Product Code:	First Offer - \$11.99	14 / hour	\$167.86	Y	
13-20--01-22	TASTE ADDISON: Day 3 - 1 Trash Pick-up (Conference)	Supplier <input checked="" type="checkbox"/> Product Code:	First Offer - \$11.99	14 / hour	\$167.86	Y	
13-20--01-23	TASTE ADDISON: Day 3 - 2 VIP Trash Pick-up	Supplier <input checked="" type="checkbox"/> Product Code:	First Offer - \$11.99	14 / hour	\$167.86	Y	
13-20--01-24	TASTE ADDISON: Day 3 - 2 Working Supervisors	Supplier <input checked="" type="checkbox"/> Product Code:	First Offer - \$21.84	14 / hour	\$305.76	Y	

13-20--01-25	TASTE ADDISON: Day 3 - 1 Manager	Supplier  Product Code:	First Offer - \$24.75	14 / hour	\$346.50	Y
13-20--01-26	TASTE ADDISON: Day 3 - 1 Recycling Employee	Supplier  Product Code:	First Offer - \$11.99	14 / hour	\$167.86	Y
13-20--01-27	TASTE ADDISON: Day 3 - 2 Cardboard & Coke Bottle Rec	Supplier  Product Code:	First Offer - \$11.99	14 / hour	\$167.86	Y
13-20--01-28	TASTE ADDISON: Rental - Plastic Barrels	Supplier  Product Code:	First Offer - \$11.00	270 / each	\$2,970.00	Y
13-20--01-29	TASTE ADDISON: Rental - Recycle Barrels	Supplier  Product Code:	First Offer - \$13.50	30 / each	\$405.00	Y
13-20--01-30	TASTE ADDISON: Cases of Liner 43x48 X- Heavy Weight	Supplier  Product Code:	First Offer - \$48.90	70 / each	\$3,423.00	Y
13-20--01-31	TASTE ADDISON: Deliver Fee If Applicable	Supplier  Product Code:	First Offer - \$0.00	1 / each	\$0.00	Y
					\$12,076.695	
Item #	Line Item	Notes	Unit Price	Lot Total Qty/Unit	Total Price	Attch. Docs
13-20--02-01	KABOOM TOWN!: July 3 - 10 Trash attendants (grounds)	Supplier  Product Code:	First Offer - \$11.99	14.5 / hour	\$173.855	Y
13-20--02-02	KABOOM TOWN!: July 3 - 18 Trash Attendants (runway)	Supplier  Product Code:	First Offer - \$11.99	10 / hour	\$119.90	Y
13-20--02-03	KABOOM TOWN!: July 3 - 8 Trash Attendants (grounds)	Supplier  Product Code:	First Offer - \$11.99	9.5 / hour	\$113.905	Y
13-20--02-04	KABOOM TOWN!: July 3 - 2 Maids/Porters (Pavilion)	Supplier  Product Code:	First Offer - \$11.99	14 / hour	\$167.86	Y
13-20--02-05	KABOOM TOWN!: July 3 - 2 Maids/Porters (Conference)	Supplier  Product Code:	First Offer - \$11.99	14 / hour	\$167.86	Y

13-20--02-06	KABOOM TOWN!: July 3 - 4 Supervisors	Supplier <input checked="" type="checkbox"/> First Offer - \$21.84 Product Code:	14 / hour	\$305.76	Y
13-20--02-07	KABOOM TOWN!: July 3 - 2 Recycle Dumpster Employees	Supplier <input checked="" type="checkbox"/> First Offer - \$11.99 Product Code:	14 / hour	\$167.86	Y
13-20--02-08	KABOOM TOWN!: July 3 - 1 Manager	Supplier <input checked="" type="checkbox"/> First Offer - \$24.75 Product Code:	14 / hour	\$346.50	Y
13-20--02-09	KABOOM TOWN!: July 3 - 2 Trash Attendants (Carnival)	Supplier <input checked="" type="checkbox"/> First Offer - \$11.99 Product Code:	14.5 / hour	\$173.855	Y
13-20--02-10	KABOOM TOWN!: July 3 - 4 Trash Attendants VIP Area	Supplier <input checked="" type="checkbox"/> First Offer - \$11.99 Product Code:	14.5 / hour	\$173.855	Y
13-20--02-11	KABOOM TOWN!: July 3 - 3 Trash Pick - up (Conference)	Supplier <input checked="" type="checkbox"/> First Offer - \$11.99 Product Code:	14 / hour	\$167.86	Y
13-20--02-12	KABOOM TOWN!: July 3 - 4 Venue Recycling Crew	Supplier <input checked="" type="checkbox"/> First Offer - \$11.99 Product Code:	15 / hour	\$179.85	Y
13-20--02-13	KABOOM TOWN!: July 4 - 8 Trash Attendants (grounds)	Supplier <input checked="" type="checkbox"/> First Offer - \$11.99 Product Code:	4 / hour	\$47.96	Y
13-20--02-14	KABOOM TOWN!: July 4 - 1 Supervisor	Supplier <input checked="" type="checkbox"/> First Offer - \$21.84 Product Code:	4 / hour	\$87.36	Y
13-20--02-15	KABOOM TOWN!: Rental - Plastic Barrels	Supplier <input checked="" type="checkbox"/> First Offer - \$11.00 Product Code:	230 / each	\$2,530.00	Y
13-20--02-16	KABOOM TOWN!: Rental - Recycling Barrels	Supplier <input checked="" type="checkbox"/> First Offer - \$13.50 Product Code:	25 / each	\$337.50	Y
13-20--02-17	KABOOM TOWN!: Cases of Liner 43x43 X- Heavy Weight	Supplier <input checked="" type="checkbox"/> First Offer - \$48.90 Product Code:	17 / each	\$831.30	Y
13-20--02-18	KABOOM TOWN!: Delivery Fee If Applicable	Supplier <input checked="" type="checkbox"/> First Offer - \$0.00 Product Code:	1 / each	\$0.00	Y

				Lot Total	\$6,093.04	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
13-20--03-01	OKTOBERFEST: Day 1 - 23 Trash Attendants	Supplier <input checked="" type="checkbox"/> First Offer - \$11.99 Product Code:		9 / hour	\$107.91	Y

13-20--03-02	OKTOBERFEST: Day 1 - 2 Supervisors	Supplier  Product Code:	First Offer - \$21.84	9 / hour	\$196.56	Y
13-20--03-03	OKTOBERFEST: Day 1 - 2 Pavilion Male & Female Restroom attendees	Supplier  Product Code:	First Offer - \$11.99	9 / hour	\$107.91	Y
13-20--03-04	OKTOBERFEST: Day 1 - 1 Conference Center Female Restroom Attendee	Supplier  Product Code:	First Offer - \$11.99	9 / hour	\$107.91	Y
13-20--03-05	OKTOBERFEST: Day 2 - 23 Trash Attendants	Supplier  Product Code:	First Offer - \$11.99	11 / hour	\$131.89	Y
13-20--03-06	OKTOBERFEST: Day 2 - 2 Supervisors	Supplier  Product Code:	First Offer - \$21.84	11 / hour	\$240.24	Y
13-20--03-07	OKTOBERFEST: Day 2 - 2 Pavilion Male & Female Restroom Attendees	Supplier  Product Code:	First Offer - \$11.99	11 / hour	\$131.89	Y
13-20--03-08	OKTOBERFEST: Day 2 - 1 Conference Center Female Restroom Attendee	Supplier  Product Code:	First Offer - \$11.99	11 / hour	\$131.89	Y
13-20--03-09	OKTOBERFEST: Day 3 - 10 Trash Attendants	Supplier  Product Code:	First Offer - \$11.99	8 / hour	\$95.92	Y
13-20--03-10	OKTOBERFEST: Day 3 - 2 Supervisors	Supplier  Product Code:	First Offer - \$21.84	8 / hour	\$174.72	Y
13-20--03-11	OKTOBERFEST: Day 3 - 20 Trash Attendants	Supplier  Product Code:	First Offer - \$11.99	10 / hour	\$119.90	Y
13-20--03-12	OKTOBERFEST: Day 3 - 2 Supervisors	Supplier  Product Code:	First Offer - \$21.84	10 / hour	\$218.40	Y
13-20--03-13	OKTOBERFEST: Day 3 - 2 Pavilion Male & Female Restroom Attendees	Supplier  Product Code:	First Offer - \$11.99	18 / hour	\$215.82	Y
13-20--03-14	OKTOBERFEST: Day 3 - 1 Conference Center Female Restroom Attendee	Supplier  Product Code:	First Offer - \$11.99	18 / hour	\$215.82	Y
13-20--03-15	OKTOBERFEST: Day 4 - 10 Trash Attendants	Supplier  Product Code:	First Offer - \$11.99	12 / hour	\$143.88	Y
13-20--03-16	OKTOBERFEST:	Supplier  Product Code:	First Offer - \$21.84	12 / hour	\$262.08	Y

	Day 4 - 2 Supervisors	Product Code:				
13-20--03-17	OKTOBERFEST: Day 4 - 2 Pavilion Male & Female Restroom Attendees	Supplier <input checked="" type="checkbox"/> Product Code:	First Offer - \$11.99	12 / hour	\$143.88	Y
13-20--03-18	OKTOBERFEST: Day 4 - 1 Conference Center Female Restroom Attendee	Supplier <input checked="" type="checkbox"/> Product Code:	First Offer - \$11.99	12 / hour	\$143.88	Y
13-20--03-19	OKTOBERFEST: Rental - Plastic Barrels	Supplier <input checked="" type="checkbox"/> Product Code:	First Offer - \$11.00	200 / each	\$2,200.00	Y
13-20--03-20	OKTOBERFEST: Cases of Liner 43x43 X-Heavy Weight	Supplier <input checked="" type="checkbox"/> Product Code:	First Offer - \$48.90	45 / each	\$2,200.50	Y
13-20--03-21	OKTOBERFEST: Deliver Fee if applicable	Supplier <input checked="" type="checkbox"/> Product Code:	First Offer - \$0.00	1 / each	\$0.00	Y
Lot Total					\$7,291.00	
Supplier Total					\$25,460.735	

Supplier: **ACT Services**

QUALIFICATION AND REFERENCE STATEMENT

BIDDER:

COMPANY INFORMATION:

Number of years in business?

Number of years at current location?

Do you maintain a permanent commercial business office?

Have you or any present partners or officers failed to complete a contract: If yes, give name of owner and/or surety?

Can you be reached 24 hours a day (in an emergency)?

Pager# Cell Phone#

Answer Svc# Other#

CUSTOMER REFERENCES

Please provide 3 to 5 users you have provided with this product or service. Use comparable projects and government entities, if any;

Company Name	Contact Name	Phone	Email

Supplier: **ACT Services**

**Town of Addison
Indemnification Agreement**

Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons" and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

- (i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and**

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#:

Company Name:

Signature: Date:

Supplier: **ACT Services**

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, , Medical Expense 5,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid#

Company:

Printed Name:

Signature: Date:

Supplier: **ACT Services**

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM WILL NOT BE COMPLIANT

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to www.bidsync.com for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation.

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail).

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website. <http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number and expire date

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities,

quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: Date:

Title:

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

1/29/13

Supplier: ACT Services

TERMS AND CONDITIONS

The purchase shall be governed by the following terms and conditions:

1. Compliance With Law: Applicable Law. Seller shall fully and timely provide all goods described in this Purchase Order (contract) in strict accordance with and subject to the terms, covenants, and conditions hereof and all applicable Federal, State, and local laws, rules, and regulations, as amended from time to time. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Dallas County, Texas, and the parties agree to submit to the exclusive personal jurisdiction of such courts. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
2. Seller to Package Goods. Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.
3. Shipment Under Reservation Prohibited. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
4. Title and Risk of Loss. Title and risk of loss of the goods will not pass to the City until the City actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.
5. Delivery Terms and Transportation Charges. Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. City shall have the right to designate what method of transportation shall be used to ship the goods. City assumes no liability for goods damaged while in transit and or delivered in a damaged condition. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the City of the same.
6. Right of Inspection and Rejection: Backorders. The City shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the City Purchasing Manager, may be cancelled by the City without liability of any kind whatsoever, and payment will not be made for such cancellations.
7. No Replacement of Defective Tender. Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and Seller shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, Seller may notify City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
8. Acceptance of Incomplete or Non-Conforming Goods. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, City prefers to accept such goods, City may do so. Seller shall pay all claims, costs, losses and damages attributable to City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, City may deduct such amounts as are necessary to compensate City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to City by Seller.
9. Invoices: Price Not Result of Competitive Bid.
 - (a) Seller shall submit separate invoices in duplicate on each purchase order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
 - (b) Invoices shall indicate the purchase order number and contract number, if applicable. Failure to put purchase order number on the delivery ticket and invoice may result in a delay in payment of invoices. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be mailed to Accounts Payable, Town of Addison, Texas, at P.O. Box 9010, Addison, Texas 75001-9010. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Seller's invoice.
 - (c) Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

(d) Payment will not be due until the above instruments are submitted after delivery and acceptance.

(e) If the price(s) for the order under this contract was not the result of a competitive bid, Seller affirms that the price(s) charged City are equal to or lower than the lowest price charged to other customers of Seller for the same or similar products and/or services, in similar or like quantities, in the Dallas/Fort Worth metroplex.

10. Payment.

-

(a) All proper invoices received by the City will be paid within thirty (30) days of the City's receipt and acceptance of the goods or of the invoice, whichever is later, unless other terms are specified on the face of the purchase order in the original printing. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) days after the grounds for withholding payment have been resolved.

(b) If partial shipments or deliveries are authorized by the City, Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

(c) The City may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of: (i) delivery of defective or non-conforming goods by Seller, or (ii) failure of the Seller to submit proper invoices with all required attachments and supporting documentation, or (iii) failure of Seller to deliver quantity of goods ordered (payment will be made for actual quantities delivered).

(d) The City's payment obligations are payable only and solely from funds appropriated, budgeted, and available for the purpose of this purchase. The absence of appropriated and budgeted or other lawfully available funds shall render the contract null and void to the extent funds are not appropriated and budgeted or available and any goods delivered but unpaid shall be returned to Seller. The City shall provide the Seller written notice of the failure of the City to make an adequate appropriation and budget for any fiscal year to pay the amounts due under the contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract.

11. Warranty -- Price.

(a) Seller warrants the prices quoted in its bid are no higher than Seller's current prices on orders by others for like goods under similar terms of purchase.

(b) Seller certifies that the prices in Seller's bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

(c) In the event of any breach of this warranty, the prices of the items will be reduced to Seller's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Seller of any kind whatsoever. In addition to any other remedy available, the City may deduct from any amounts owed to Seller, or otherwise recover, any amounts paid for items in excess of Seller's current prices on orders by others for like goods under similar terms of purchase.

12. Warranty -- Title. Without limiting any provision of law, Seller warrants that it has good and indefeasible title to all goods furnished hereunder, and that the goods are free and clear of all liens, claims, security interests and encumbrances. Seller shall indemnify and hold the City harmless from and against all adverse title claims to the goods.

13. Warranty - Goods. Seller will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of City. Seller warrants and represents that all goods sold the City shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the City's solicitation, to any samples furnished by Seller, to the terms, covenants and conditions of any contract in connection herewith, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the City's solicitation, the goods shall be new, and not recycled, used or reconditioned (and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

(a) Seller may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

(b) Unless otherwise specified in a contract and approved by the City in writing, the warranty period shall be at least one year from the date of acceptance of the goods or from the date of acceptance of any replacement goods. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand either repair the defective or non-conforming goods, or replace the non-conforming or defective goods with fully conforming and non-defective goods, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by Seller. The City shall endeavor to give Seller written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights hereunder.

(c) If Seller is unable or unwilling to repair or replace defective or non-conforming goods as required by City, then in addition to any other available remedy, City may reduce the quantity of goods it may be required to purchase under the contract from Seller, and purchase conforming goods from other sources. In such event, Seller shall pay to City upon demand the increased cost, if any, incurred by the City to procure such goods from another source.

(d) If Seller is not the manufacturer, and the goods are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to City. If for any reason the manufacturer's warranty cannot be fully transferred to City, Seller shall assist and cooperate with City to the fullest extent to enforce such manufacturer's warranty for the benefit of City.

14. Right to Assurance. Whenever one party to the contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of this contract.

15. Default. Seller shall be in default under this contract if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this contract, (b) fails to provide adequate assurance of performance as provided for herein, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16. Termination For Cause. In the event of a default by Seller, the City shall have the right to terminate this contract for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless Seller, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of Seller's default, including, without limitation, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by Seller, the City may remove Seller from the City's vendor list for a reasonable period of time as determined by the City (but not to exceed two (2) years) and any offer submitted by Seller may be disqualified for such reasonable period of time. All rights and remedies under the contract are cumulative and are not exclusive of any other right or remedy provided by law.

17. Termination Without Cause. City shall have the right to terminate this contract, in whole or in part, without cause any time upon thirty (30) days prior written notice to Seller. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to this contract, with such exceptions, if any, specified in the notice of termination. City shall pay Seller, to the extent of funds appropriated and budgeted or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

18. Delay. City may delay scheduled delivery or other due dates by written notice to Seller if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Seller shall negotiate an equitable adjustment for costs incurred by Seller in the contract price and execute an amendment to the contract. Seller must assert its right to an adjustment within thirty (30) days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse Seller from delaying the delivery as notified.

19. Indemnity.

(a) For purposes hereof: (i) "Claims" shall mean and include any and all claims, demands, suits, causes of action, judgments, penalties, fines, and liability of every character, type or description whatsoever, including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, and including attorney and other professional fees, for: (1) damage to or loss of the property of any person (including, but not limited to the City, Seller, their respective agents, officers, employees and subcontractors, and third parties), (2) death, bodily injury, illness, disease, worker's

compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of City, Seller, and third parties), (3) breach of contract, and (4) any other harm for which recovery of damages or any other remedy is sought; (ii) "Indemnified Persons" shall mean and include the City, and the City's officials, officers, employees, and agents; and (iii) "Fault" shall mean and include the sale or delivery of defective or non-conforming goods, any act or omission of negligence, any act or omission of gross negligence, any act or omission involving willful misconduct, or a breach of any legally imposed strict liability standard.

(b) Contractor shall defend (such defense being at the City's option), indemnify the Indemnified Persons against and hold the Indemnified Persons harmless from any and all Claims arising out of, incident to, concerning, or resulting from the Fault of Seller, its officers, employees, subcontractors, agents, and any person for whom Contractor is legally liable (together, "Seller Parties") hereunder, regardless of whether or not any Claims is caused in part by any of the Indemnified Persons. This obligation shall survive the termination of this contract.

20. Gratuity. City may, by written notice to Seller, cancel this contract without liability to Seller if it is determined by City that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of City with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract.

21. Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this contract shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the City shall be addressed to City at 5300 Belt Line Road, Addison, Texas _____ and marked to the attention of the City Finance Director.

22. No Warranty By City Against Infringement. As part of this contract, Seller agrees to ascertain whether goods manufactured according to the specifications for the goods will cause the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will City be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify City of that opinion. If City does not receive such notice and is subsequently held liable for infringement or the like, Seller shall defend, indemnify, and save City, its officials, officers, and employees harmless from and against any and all damages, liability, claims, expenses and costs in connection therewith; if Seller in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void, and neither City nor Seller shall have any liability one to the other.

23. Assignment. Seller shall not sell, assign, transfer or otherwise convey any interest, right, duty, or obligation in or under this contract in whole or in part without the prior written consent of the City. No assignment, transfer or other conveyance under this contract will be effective without the prior written consent of the City.

24. No Third-Party Beneficiary. For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Seller, or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

25. Waiver. The failure by either party to exercise any right, power, or option given to it by this contract, or to insist upon strict compliance with the terms of this contract, shall not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

25. Modifications. This contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Seller invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of this contract.

26. Independent contractor. Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the City. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

27. Interpretation. This contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in this contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in this contract, the UCC definition shall control, unless otherwise defined in this contract.

28. Severability. The invalidity, illegality, or unenforceability of any provision of this contract shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void or invalid provision shall be deemed severed from this contract and the balance of the contract shall be construed and enforced as if the contract did not contain the particular portion or provision held to be void. The parties further agree to reform the contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of

this section shall not prevent this entire contract from being void should a provision which is the essence of the contract be determined to be void.

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

30. Conflict. When there is a conflict between the this purchase order (including, without limitation, these Terms and Conditions) and the Seller's invoice, this purchase order shall prevail.

Council Agenda Item: #R3

AGENDA CAPTION:

Presentation of a proclamation honoring the community support of Raising Cane's restaurant.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R4

AGENDA CAPTION:

Discussion and consideration of approval of appointment of a Member to the Planning and Zoning Commission.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Commissioner Linda Groce's appointment to her first term will expire on March 8, 2013. Commissioner Groce's appointment belongs to Council Member Resnik.

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R5

AGENDA CAPTION:

Presentation, discussion, and consideration of an ordinance amending Chapter 62, Signs, of the Code of Ordinances of the Town by providing for a Meritorious Exception to Article IV. Requirements for Specific Types of Signs, Division 3. Attached Signs, Sec. 62-163. Area, Item (4) in order to provide for an additional attached sign on application from Systemware.

FINANCIAL IMPACT:

None.

BACKGROUND:

Sec. 62-163. Area, Item (4) of the sign ordinance limits the number of signs per facade on a building four or more stories in height to two.

RECOMMENDATION:

Staff recommends denial.

Administration recommends approval.

COUNCIL GOALS:

Maintain and enhance our unique culture of creativity and innovation, Brand Protection and Enhancement

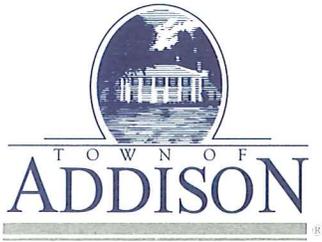
ATTACHMENTS:

Description:

 [Systemware Sign Ordinance](#)

Type:

Backup Material



BUILDING INSPECTION DEPARTMENT

(972) 450-2880 Fax: (972) 450-2837

16801 Westgrove

Post Office Box 9010 Addison, Texas 75001-9010

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: March 19, 2013

Subject: Meritorious Exception for Systemware located at 15301 Dallas Parkway

Listed below is a history of meritorious exceptions that have been granted to allow more than two signs on any one façade on buildings four or more stories in height:

1. In October of 2002 the Princeton building located at 14651 Dallas Parkway received a meritorious exception for an additional tenant sign on the east façade.
2. In November of 2004 the Spectrum building located at 5080 Spectrum Drive received a meritorious exception for an additional tenant sign located on the south façade.

Addison!

BUILDING INSPECTION DEPARTMENT 16801 Westgrove Dr Addison Texas 75001 972/450-2881 fax: 972/450-2837

Application for Meritorious Exception to the Town of Addison Sign Ordinance

Application Date: 3/18/13

Filing Fee: \$200.00

Applicant: John J. Leonard, SR. VICE PRESIDENT, CBRE

Address: 2100 MCKINNEY AVE. Suite#: 700

DALLAS TX 75201 Phone#: (214) 878-4354
City State Zip

Fax#:

Status of Applicant: Owner _____ Tenant _____ Agent

Location where exception is requested:

15301 N. DALLAS PKWY ADDISON, TX 75001 ("THE COLONNADE TOWER I")

Reasons for Meritorious Exception:

See attached letter.

Also, please note that due to the depth of the building in the photo, the signage appears larger than it really is. For example, the proposed sign is 4'6" tall, and the "Source Direct" sign is 6' tall.

YOU MUST SUBMIT THE FOLLOWING:

1 COPIES OF THE PROPOSED SIGN SHOWING:

- 1. Lot Lines
- 2. Names of Adjacent Streets
- 3. Location of Existing Buildings
- 4. Existing Signs
- 5. Proposed Signs
- 6. Sketch of Sign with Scale and Dimensions Indicated (8.5 x 11 PLEASE)

Date Fees Paid 3-19-13 Check # VISA Receipt # 781263

Reasons for Meritorious Exception:

- 1) Systemware (48,000 Rentable Square Feet, 150-200 highly paid employees) has been a tenant at the Colonnade for many years. They occupy the top 2 floors of Tower I and expire May of 2017. They have a right to terminate their lease early as of May, 2014 by notifying the landlord By October 1, 2013. Systemware has communicated to the landlord that branding and signage are integral to their new business plan. They have been in the market looking at 50,000 RSF options, and many of these options provide building signage opportunities, and most are in Dallas. If The Colonnade is allowed to provide an additional sign on the crown of Tower I (as shown in the rendering), Systemware will forgo its termination option AND extend their lease commitment at the Colonnade for an additional 5 years (to 2022).
- 2) The Colonnade, at 1.1 million RSF, is Addison's largest office complex. Home to 3,000 (+) employees, the Class AA office complex commands some of the highest rents in the marketplace. Although the Colonnade is Addison's largest office complex, its building signage opportunities (and exposure) are limited. The Towers are only visible from the Tollway to northbound traffic. None of the towers are visible to southbound traffic. The Colonnade is comprised of 3 separate towers; however, due to Addison signage codes, there are only a potential of 5 total highly visible signage opportunities (2 on Tower I, 2 on Tower II, and 1 on Tower III). In comparison, Two Addison Circle (one-third the size of the Colonnade), has a potential for 6 signage opportunities because of its relation to the Tollway.
- 3) No building in the Lower Tollway corridor can boast the impressive roster of tenants the Colonnade has. There are ten separate tenants which occupy greater than 25,000 RSF of space. Over the years, many of these tenants have desired impactful signage in order to brand their company's identity. For example, Hilton Worldwide occupies 75,000 RSF in Tower III (and needs to expand to 85,000 RSF), but the only signage opportunity for them is on the north side of Tower III, which is not visible to the Tollway.
- 4) In an effort to remain competitive in the marketplace, we ask the Town of Addison to provide The Colonnade with an exception to its signage codes. We would only ask this when it makes sense to do so and only when the end product is in line with the Class AA nature of the complex. As can be seen in the rendering provided, Systemware's signage would not detract from the clean look of the complex, and would complement the existing signage which exists today.

Thank you very much for your consideration of this request.



JJ Leonard

Senior Vice President, CBRE, on behalf of SP US 5 Colonnade, LP

The Colonnade

CONNECT TO THE BEST IN DALLAS

AMPUS VIEW

SITE PLAN



15305 Dallas Parkway
Addison, TX 75001
thecolonnadeaddison.com

BELT LINE ROAD

Council Agenda Item: #R6

AGENDA CAPTION:

Presentation, discussion and consideration of approval of Engineering Design and Professional Services agreement between the Town of Addison and LNV Engineering, Inc., in an amount not to exceed \$225,000 for Wastewater System Inspection and Evaluation.

FINANCIAL IMPACT:

Funding for these services is allocated from the Utilities capital budget.

BACKGROUND:

In order to address ongoing capital needs, the Town issued a Request for Qualifications (RFQ) for full spectrum engineering, design, landscape architecture, survey, and testing. The Town received 39 proposals from which the top firms were selected for upcoming projects and needs. One of the most competitive Civil Engineering firms was LNV Engineering, Inc., which was selected for the Wastewater System Inspection and Evaluation project.

Because of changes in EPA/TCEQ regulations, advancement in technology and methodology, and the advancing age of the Town's wastewater collection system, it is critical to fully investigate and evaluate the condition and capacity of the system. As part of the scope of this project, the Town will define an acceptable level of service for the wastewater system with respect to regulatory compliance, system performance, capacity for future development, cost, and sustainability. The Town will develop strategic cost-effective solutions for the Master Plan, Capital Improvement Plan (CIP), and Operations and Maintenance (O&M) best management practices based on this targeted level of service.

The scope of services includes the following:

- ¹ Phased approach to a physical inspection, evaluation, and analysis for the entire system
- ¹ Development of Level of Service and Performance Indicators

for strategic short and long term system improvements.

1. Master Planning, CIP, O&M, and GIS updates

The work plan will include:

System Evaluation

1. Physical inspection of approximately 20% of the system through smoke testing, select televising, manhole inspections, and lift station evaluation. The inspection will focus specifically on critical areas in which we have historically experienced serious capacity or maintenance issues.
2. Evaluation and analysis of inspection findings to develop updates to the Master Plan, CIP, and O&M best management practices to meet the targeted level of service
3. GIS verification results of inspected manholes

Project Deliverables

1. Updated Master Plan that will identify necessary improvements for areas of the Town that are critical for future development and redevelopment
2. Prioritized project recommendations for implementation of the 5-year Capital Improvement Plan
3. Recommendations for updates to the O&M manual and practices
4. Recommendations for utility rate model factors

Future phases will include inspection of remaining areas and revisions to the Master Plan, CIP, and O&M, and will be funded as part of the Town's CIP program. Revisions to the Master Plan will include evaluation of future development and system capacity that will support continued growth and redevelopment of the Town.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Infrastructure improvement and maintenance

ATTACHMENTS:

Description:

No Attachments Available

Type:

Council Agenda Item: #R7

AGENDA CAPTION:

Presentation, discussion and consideration of approval of the establishment of a Multi-Family Recycling Pilot Program.

FINANCIAL IMPACT:

Expenditures for this item are not expected to exceed \$5,000 in FY13; staff anticipates that the costs will be absorbed in the Streets Operations budget.

BACKGROUND:

The Town of Addison has been investigating the possibility of recycling service for multi-family properties for several years. In 2008, the Town engaged consultants Gershman, Brickner & Bratton, Inc (GBB) to complete a study to determine the feasibility of commercial recycling service in Addison. The study recommended making recycling mandatory and providing franchised garbage collection for all commercial users in Addison. In 2010, the Town commissioned an opinion research report to examine public opinion of the recommendation. The results of the opinion study ranged from very favorable to very unfavorable; several sectors expressed concern about moving to a franchised garbage collection system.

After review of the opinion research report, the Town shifted focus to investigate the potential for a solution to address multi-family recycling specifically. Council Member Chris DeFrancisco and staff met with every multi-family property manager in Addison to discuss current practices as well as the benefits and challenges of multi-family recycling programs. The meetings resulted in an inventory of existing recycling practices in Addison. Currently, around 51 percent of multi-family units are served by recycling facilities on the property. Of the 3000 units in the Town that do not have access to recycling service, 997, or about one-third, are located in the Vitruvian Park area and are anticipated to redevelop in the near future.

Staff presented this information to council in a work session on October 9, 2012. At that time, Council asked staff to look into programs that might incentivize properties to initiate recycling

programs, rather than pass an ordinance to mandate recycling. In response to that feedback, The Town has worked with Waste Management and Pecan Square Townhomes to develop the framework for a recycling pilot program.

As part of the proposed pilot program, the Town would fund a recycling program for the participating property for a 12-month period, provide educational materials and programming and provide a 6-gallon receptacle for each unit. The participant would designate a recycling coordinator, provide weight and/or volume data for garbage collection, assist in the distribution of educational materials and provide feedback at specified intervals. Upon completion of the pilot program, the Town will evaluate the results and consider expanding the program to offer similar incentives to all multi-family properties in Addison.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Promote Sustainability

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R8

AGENDA CAPTION:

Report and update by the Economic Development Department to Town Council on departmental endeavors.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Orlando Campos, Director of Economic Development, will provide Town Council an update on his department's endeavors related to economic development.

RECOMMENDATION:

N/A

COUNCIL GOALS:

Raise Property Values, Attract new businesses to Addison

ATTACHMENTS:

Description:

 [Economic Development Semi-Annual Report](#)

Type:

Backup Material



***Economic Development Report
To Addison Town Council***

Tuesday, March 26, 2013

**Economic Development Department
Annual Report to Town Council
March 26, 2013**

Department Objective: *Effectively and optimally meet the goals in the Economic Development Strategic Plan that will satisfy Council's overall goals and priorities.*

Economic Development Strategic Goals:

Goal 1: Build Capacity to conduct economic development

Goal 2: Support the existing economic base through business retention and expansion.

Goal 3: Focus business attraction on priority growth sectors.

Goal 4: Raise the profile of Addison regionally and nationally.

Goal 5: Maintain and enhance Addison's quality of space

FY 2013 Work Plan	Goal Satisfied				
	1	2	3	4	5
1. Economic Development Manager Hired	X	X	X	X	X
2. Revisions to policy and procedures for Chapter 380 Incentive Grants that would assist with corporate recruitment, business retention & expansion, redevelopment, and entrepreneurial development.	X	X	X	X	X
3. Update of Addison Community Profile to highlight community's demographics and information on community's advantages for doing business here.	X	X	X	X	X
4. Redesign advertising campaign and develop strategic ad-placement schedule to enhance Addison's exposure to the local business community and commercial brokerage community. Placements planned: <ul style="list-style-type: none"> a. <i>Dallas Business Journal Book of Lists,</i> b. <i>D CEO Magazine,</i> c. <i>BisNow Online Newsletter (DFW and San Francisco Bay Area)</i> d. <i>Dallas Regional Chamber Economic Development Guide.</i> e. <i>North Texas Commission Economic Development Guide.</i> f. <i>DFW Real Estate Review.</i> g. <i>Texas Wide Open for Business Magazine (Governor's Office Economic Development Guide)</i> 	X	X	X	X	X
5. Develop new economic development collateral material.	X	X	X	X	X
6. Formalized MOU with Baylor University's Accelerated Ventures Program and Program Expansion.		X	X	X	
7. Strategic sponsorship and participation in events will complement advertising campaign and increase the community's exposure in the region's commercial brokerage community. Events committed to included:	X	X	X	X	

a. North Texas Commercial Association of Realtors (NTCAR) Annual Expo. b. World Fest Spotlight China: April Business Panel. c. Bisnow Annual Summit-April 2013 d. Bisnow Future of North Texas - July 2013 e. Bisnow State of Office- September 2013 f. Bisnow Neighborhood Redevelopment- November 2013					
8. Participation and membership in key organizations: a. Texas Economic Development Council b. International Economic Development Council c. North Texas Commercial Association of Realtors. d. CoreNet Global (Corporate Real Estate Network) e. DFW Marketing Team (Dallas Regional Chamber Economic Development Department) f. Metrocrest Chamber of Commerce Economic Development Committee.	X	X	X	X	X
9. Formal service agreement was executed with the Metrocrest Chamber of Commerce to provide capacity to economic development, marketing, special events, and visitor services.	X	X	X	X	X
10. Collaborate with Addison Business Association to bring relevancy to Town's economic development endeavors.	X	X		X	X
11. Provide support and assistance to the mayor on local business retention and expansion endeavors.	X	X		X	X
12. Development of Yard of the Month Program/Spring Cleaning Program in collaboration with Parks Department and Addison Arbor Foundation.					
13. Development of Retail Strategy	X	X		X	X
14. Business Registration: a. 2013 Renewals. b. Database maintenance and management. c. Develop and launch Value Add Plan.	X	X		X	X
15. Participate in Airport Strategic Plan committee.	X	X	X	X	X

Results:

- With the hiring of a new marketing and design company in 2012, the Economic Development Department worked closely with the Marketing and Communications Department and Vivanti to design a **new advertising campaign**. The new design concepts integrated a few of our corporate citizens to provide testimonials of Addison's business vitality and assets for business. At the same time, an ad placement schedule was also developed targeting several publications. Marketing efforts have resulted in increased lease activity for the Town as noted in the companies that were provided incentives by the Town and by the attached list of new companies that were given certificates of occupancy for new space within the Town.

- In addition to the new advertising design campaign, the Economic Development Department worked to design **new collateral material**. Launch of the new collateral material is anticipated in the next few days. This material will be distributed at events sponsored by the department, mailed to potential prospects, and sent to every business in the Town of Addison. This new collateral material will provide existing and prospective businesses with credible information of the business advantages of the Town.
- **Development of Entrepreneurial Programs** in the Town has resulted in the execution of a Memorandum of Understanding with Baylor University's Hankamer School of Business' Accelerated Ventures Program. A formal press and community event was held to announce the partnership. This resulted in positive exposure for the community and the program. Since then, local businesses have reached out to provide support for the program. Presently, two existing companies are being provided temporary space at the Finance and Economic Development Building. An evaluation was conducted of various locations in the community for the permanent location of the program. One site has been identified. If Town Council approves, negotiations will commence on the acquisition of the space for the program and the Economic Development Department to co-locate in the same facility. In May 2013 it is anticipated that four business start-up groups will relocate to Addison to continue growing their business in the community.
- This January the **Business Registration Process** entered into its second year of implementation. Renewals were sent to 1598 businesses with 1076 renewing their registration. An updated certificate and window decals were mailed to these businesses. 33 companies have indicated that they are no longer in Addison. Management of the business registration process has been ongoing to identify businesses who have not registered yet with the Town. An updated business personal property list has been requested by the Dallas County Appraisal District, as well as an updated Texas Franchise Tax list from the State Comptroller has been requested. Both lists will be merged and cross-referenced with the existing business registration list to identify delinquent businesses.
- A **Business Registration Value-Add Program** was also developed to bring value to the business registration process. The program and work-plan is attached to the document. This program hopes to achieve three goals which include: 1) To develop a "benefits" program for local businesses that would have a direct value-add to the bottom line for local businesses; 2) Increase communication with local businesses; and 3) Enhance collaboration and civic engagement of local businesses with the Town. Council will have an opportunity to participate in the program through our "We're Glad You're Here" activities where the economic development department will visit one to two major office building a month to greet employees when they arrive to work, provide them with a light breakfast (granola bars/fruit) and distribute information about the Town. A test run was done at the Millenium Building. Council will be provided a calendar of upcoming buildings that will be visited and invited to participate.
- The launch of the new WorldFest format has opened opportunities to collaborate with the Special Events Department and the World Affairs Council. Work is currently underway to host a **China Business Forum** that will be held on Friday, April 19. Expert panelists will provide information on the business climate in China and how to do business in the country. The event will allow businesses in the community to become more familiar with international markets to grow their business.
- As part of the FY 2013 Town Council strategic plan, a **yard of the month program and spring cleaning program** was identified as a way to help increase property values in the Town. The Economic Development Department was tasked with the duty of developing the

programs for the Town in collaboration with the Parks Department and the Development Services Department. A preliminary draft is attached. Collaboration is currently underway with the Addison Arbor Foundation for support and assistance with the launch of the program. It is anticipated that the plan will be formally presented to Council and launched thereafter.

- Given the success of the agreement for services provided by the **Metrocrest Chamber of Commerce** in FY 2012, a new agreement was executed this year to leverage the group’s support for economic development, visitor services and special events. The economic development department is also an active participant in the group’s economic development committee to enhance collaboration with neighboring Farmers Branch, Carrollton, and various economic development stakeholders.
- With the new leadership at the **Addison Business Association**, the economic development department met with the new board of directors to provide an overview of the department’s work plan and to discuss ideas for enhanced collaboration with the group. Potential projects are being evaluated by their board.
- Earlier this year, the Department worked with our City Attorney on **updating the Town’s Chapter 380 Policies and Procedures** by adding wording that would address lease terms as a criteria for evaluation, and that would also address criteria for working with entrepreneurial projects. The policy revisions did not change the process for approval, but expanded the department’s capacity to do economic development.
- With the relocation of the Economic Development Department and temporary work space for the Accelerated Ventures Program to the Finance Building, it became essential to focus on the interior aesthetic appeal of the building to improve the corporate appeal of the building for potential corporate prospects and executives that may be meeting with the department. The Economic Development Department worked with the Finance Department on **renovations** to the building that included covering the second floor ground opening, new paint schemes, and updated furniture.
- For a little over a year, the Economic Development Department has been an active participant on the development of the **Airport Strategic Plan**. Completion of the first draft that will be presented to Council is in the process.
- In November, the Economic Development Department added an **Economic Development Manager**, and the department will also be sharing a **Departmental Assistant** with the Finance Department.

Corporate Recruitment Success Stories: (To date four companies have received incentives approved by the Town.)

<i>Company</i>	<i>New Jobs</i>	<i>Square Footage Absorption</i>	<i>Average Facility Wage</i>	<i>Incentive approved</i>
Allplayers.com (HQ)	60	10,000	\$55,000	\$10,000
D3 Semiconductor (HQ)	100	25,000	\$96,000	\$50,000
Fiesta Restaurant Group (HQ)	50	21,003	\$130,000	\$100,000
TOTAL	210	56,003	\$92,381.00*	\$160,000

HQ=Head Quarter; *Note: Amount reflects weighted average.

Active Prospects:

<i>Project Name</i>	<i>Job Potential</i>	<i>SF Potential Absorption</i>	<i>Average Facility Wage</i>
<i>Project Aberdeen</i>	650	65,000	\$50,000
Project Excel	400	28,000	\$42,000
Project Astronaut	100	22,000	\$100,000
Project Filter	48	10,000	\$75,000
Project Newhouse	223	74,000	\$65,000
Project Nine-Five	95	27,500	\$56,000
Project Aurora	75	10,000	\$129,000
Project Clint	1,225	300,000	TBD
TOTAL	2,816	536,500	\$58,070*

*Note: Weighted average wage does not include Project Clint.

Business Retention & Expansion:

- At the start of this fiscal year USAA announced that it would add an additional 270 employees over the next few months to its Addison office to help USAA members with their mortgage needs. The company is adding more than 46,000 square feet of space for a total of 119,000 square feet at the Two Addison Circle building on the Dallas Parkway.
- In early February Homeward Mortgage announced that 325 people would be laid off in Coppell and Addison. It was confirmed that only 38 people would be directly affected in Addison. To minimize the impact, Homeward Mortgage’s human resources department was put in contact with USAA’s corporate recruiter to see if some of the laid off people could be absorbed by USAA. USAA welcomed the opportunity to fill some of their positions with Homeward Mortgage employees.

Incentive Commitments to Date:

**Incentive Payment Projections
(FY 2013 Estimates)**

	<u>FY12</u>	<u>FY 13</u>	<u>FY 14</u>	<u>FY 15</u>	<u>FY 16</u>
Zurich		\$50,000.00	\$50,000.00	\$50,000.00	
Duff & Phelps (FY'12)		\$25,500.00	\$25,500.00		
Target Store		\$10,000.00	\$10,000.00	\$10,000.00	
London Broadcasting (FY '12)	\$50,000.00	\$80,000.00			
D3 Semiconductor (FY '12)			\$25,000.00	\$ 25,000.00	
Allplayers.com (FY '12)		\$10,000.00			
Behringer Harvard (FY '12)		\$25,000.00			
Fiesta Restaurant Group (FY '13)		<u>\$33,000.00</u>	<u>\$33,000.00</u>	<u>\$33,000.00</u>	
TOTAL	\$75,000.00	\$233,500.00	\$143,500.00	\$118,000.00	
VOP LLP			\$264,081.00	\$528,163.00	\$792,244.00

New Economic Development Ads

PRIME OFFICE SPACE /
12 MILLION
SQUARE FEET

GROWTH
OPPORTUNITIES /
INFINITE



CALVIN CARTER
FOUNDER AND PRESIDENT /
BOTTLE ROCKET APPS

#5 ON *THE DALLAS MORNING NEWS'*
2012 TOP 100 PLACES TO WORK IN DFW

#62, *INC. 500* LIST OF FASTEST-GROWING
PRIVATE COMPANIES

**WE OUTGREW
OUR SPACE,
NOT ADDISON**

**BOTTLE ROCKET APPS
IS GROWING FAST.**

WE'RE MOVING UP, BUT NOT OUT.
WE PLAN TO STAY PUT HERE IN ADDISON.

**WHEN WE
EXPANDED**

(TWICE IN **12** MONTHS,
BUT WHO'S COUNTING?)

ADDISON

CAME THROUGH WITH
**SAME-DAY
INSPECTIONS
& PERMITS**

BECAUSE, AFTER ALL,
TIME IS MONEY.

THE OPPORTUNITY FOR GROWTH
IN THIS COMPACT TOWN OF
4.35 SQUARE MILES
IS JUST ONE REASON

**BUSINESS IS
BOOMING**

IN *Addison!*

FOR INFORMATION CALL **ORLANDO CAMPOS AT**
972.450.7034 | ADDISONED.COM

IN BUSINESS, SOMETIMES IT PAYS TO HAVE YOUR HEAD IN THE CLOUDS.

FOLKS IN THE ENERGY INDUSTRY STILL VALUE FACE TIME, AND
FOR J-W ENERGY COMPANY, THAT MEANS FREQUENT TRAVEL.

**THANKS TO THE PROXIMITY
AND CONVENIENCE OF
ADDISON AIRPORT,**

OUR MANAGEMENT TEAM ROUTINELY DEPLOYS
TO 50+ FIELD OFFICES, AND VISITS CLIENTS
AND VENDORS FROM COAST TO COAST.

COMPARED TO COMMERCIAL TRAVEL,
A CORPORATE FLEET MEANS
FEWER OVERNIGHTERS AND MORE FAMILY TIME.
JUST ANOTHER REASON

BUSINESS IS IN
BOOMING *Addison!*

FOR INFORMATION CALL **ORLANDO CAMPOS** AT **972.450.7034** | **ADDISONED.COM**

5

J-W ENERGY COMPANY
AIRCRAFT BASED AT
ADDISON AIRPORT

350

FLIGHTS IN AND OUT OF
ADDISON ANNUALLY



**JOHN
DUTTON**
DIRECTOR OF FLIGHT OPERATIONS /
J-W ENERGY COMPANY

ADDISON ATTRACTS A-PLAYERS & UP-AND-COMERS.

SO TOO MUST A FAST-GROWING COMPANY LIKE CREDERA.

THAT'S WHY
WE MOVED
TO ADDISON

A TRENDY URBAN OASIS
FOR TOP PERFORMERS.

OUR RECENT
GROWTH SPURT
EXPANDED OUR
RANKS BY

35%.

MORE THAN HALF
ARE RISING STARS UNDER
THE AGE OF 30,

DRAWN BY OPPORTUNITY AND
WHAT ADDISON HAS TO OFFER.

170 RESTAURANTS, LUSH GREEN SPACES,
AND NEW URBANIST DEVELOPMENTS DESIGNED
TO PUT RESIDENTS WITHIN A FEW BLOCKS
OF WORK AND PLAY.

THE TOWN'S APPEAL TO TOP YOUNG TALENT IS JUST ONE REASON

BUSINESS IS IN
BOOMING *Addison!*

FOR INFORMATION CALL **ORLANDO CAMPOS** AT **972.450.7034** | **ADDISONED.COM**

RECENT HIRES
UNDER AGE 30:

57%

POTENTIAL TO ATTRACT
YOUNG VISIONARIES:

LIMITLESS,

THANKS TO ADDISON



DUSTIN TALK
ARCHITECT – ECOMMERCE SOLUTIONS GROUP
CREDERA

ONE OF NORTH TEXAS' TOP 100 FASTEST-GROWING
PRIVATELY HELD COMPANIES

**ADDISON
OUTDID
“PERFECT.”**

**LONDON BROADCASTING
COMPANY**

RELIES ON ADDISON'S VIBRANT SCENE
TO ATTRACT CREATIVE TALENT.

BUT WHEN THE “PERFECT” STUDIO
SPACE OPENED UP IN A NEARBY TOWN,
WE THOUGHT ABOUT MOVING – UNTIL

ADDISON PRESENTED
US WITH AN
**INGENIOUS
SOLUTION**

ALLOWING US TO

**FINANCE
AND BUILD
OUR CURRENT STUDIO,**

PROVING IT'S THE PERFECT FIT EVEN AS
WE GROW AND EVOLVE.

THE TOWN'S

**CONTINUED,
CREATIVE
COURTSHIP**

OF THE COMPANIES IT KEEPS
IS JUST ONE REASON

**BUSINESS IS
BOOMING**

IN *Addison!*[®]

WE'RE GLAD YOU'RE HERE



5
YEARS IN
BUSINESS,
ALL IN
ADDISON

3
MAJOR
GROWTH
SPURTS,
THANKS TO
ADDISON

PHILIP H. HURLEY
EXECUTIVE VICE PRESIDENT &
CHIEF OPERATING OFFICER /
LONDON BROADCASTING COMPANY

2012 Commercial Space Absorption

**Addison, Texas
2012 Commercial Absorption**

Company	Company Type	SF Absorbed
CTNET	Cancer Research	7,466
Trendsetters Auto Boutique	Auto accessories	9,000
M-Files Inc.	Tech. Software	6,603
Pro Pac Mktg	Pkg & mktg	3,800
XL	Bus. Insurance	3,340
Pinnacle	Prop Mgmt	15,539
CBS Arcsafe	Aviation Storage	2,950
PQC Health	Showroom & Ofc	1,400
Red Carpet Automotive Group	Auto Sales	10,258
American Bank of Commerce	Bank	5,224
Fitco Fitness Center Outfitters	Fitness Equipment Storage	12,400
Auto Pros	General Repair	12,000
TC Loan Svc, LLC	Financial	14,977
American Home Mortgage Servicing, Inc.	Mortgage Servicing	137,500
Hyphen Construction Group Inc	General Contractor	3,492
Spectrum Fitness Ctr	Fitness Ctr	3,631
Big D Party Rental	Party & Event	4,080
Berkshire Hathaway Homestate	Insurance	2,817
Axiometrics	General Office	6,583
Kumon Math & Reading Center of Addison	Math & Reading Ctr	1,440
Engle Marketing, Inc.	Print Shop Office	2,730
Johnny's Pizza House	Restaurant	3,914
Donna's Studio	art studio/gym	1,925
Loving Hut	Restaurant	2,995
McFadden's	Restaurant	14,990
FSC, Inc. dba First Step Counseling	Counseling Center	2,640
Tailwind Worldwide, LP	Aviation	6,000
Augustine Ins. (Allstate)	Allstate	1,299
Berlitz	Language Training	1,143
Ergo Candle, Inc.	Manufacturing	3,000
Salon Boutique Academy	Vocational School	8,500
Nature LLC	Wholesale Dist.	7,200
First Support Services	Gov. Contracting	3,604
Billingsley Property Services Inc	Prop. Mgmt. Office	491
Billingsley Property Services Inc	Conf. Room	1,012
Cat Tattoo	Tattooing	2,926
Wild4Hairgirl, LLC	Wig Specialty	1,100
Sound Image Audio Video Design Group	Audio/Video Integrator	1,440

Gordon Lights, LLC	Rental & Sales	8,080
Mommies Burgers	Restaurant	2,000
Haynie, Rake and Repass, PC	Law Firm	3,169
Raising Canes Chicken Fingers	Restaurant	3,678
Access Business Centers	Executive Office	23,427
Lone Star Aerospace Inc.	Consulting	11,900
Morris Visitor Publications	Office	2,534
Multiple Media Productions	Media Production	2,500
Norwex USA Inc.	Corporate Office	3,900
Equity Information Technology	Tech Staffing & Consulting	753
Caltexs, Inc.	Computers	1,575
Batch Investment	Therapy Clinic	3,000
Maple Leaf Products	Board Assembly	1,580
Empire Title Ltd.	Title Co	4,582
Gehan Homes Corp Office	Residential Const.	18,878
Brookhollow Mortgage	Mortgage Lending	2,966
Gehan Homes Dallas Division	Residential Const.	2,950
GDM Network	Roofing/Construction	6,522
Scientica Foods LLC	Vitamins Wholesale	2,280
RP Brooks Financial, Inc.	Office	1,535
Exhibit A	Software	2,348
First Western Title	Title Company	2,357
Patriot Roofing & Construction LLC	Real Estate/Construction	4,577
Intersect Group	Consulting/Staffing	3,128
Virtualcfo, Inc., dba vcfo	Professional Services	1,301
Southern Sun Motors	Automobile Sales	7,000
Buy Early Corporation	Internet Mktg	2,600
Balcony Restaurant Group	Restaurant Company	n/a
Hasco Medical, Inc.	Medical Accounting Office	3,018
Prime Capital Auto Lease of Dallas	Auto Dealer	6,240
Genre	Insurance	12,586
Homesavers Foundation Repair	Office	4,225
Project Walk Dallas	Fitness center	4,750
Jane E. Hetherington CPA PC	CPA	1,013
Automated Packaging Systems, Inc.	Sales/Dist	5,910
Dallas Commodity Company Inc.	Commodity Futures Brokerage	3,303
Buddy Sharp Salon	Hair Salon	3,000
Loving Hands Home Healthcare	Home Healthcare	1,920
Integrity Roofing & Painting	Roofing Contractor	1,474
Wilder Belshaw Architects	Architectural Firm	1,600
Yee & Assoc.	Law Firm	8,869
Orlando Concrete Inc.	Roofing	3,488
dPi Energy, LLC	Retail Energy Provider	3,599

Arrow Exterminators	Exterminator	3,000
Veda Light Wellness Center	Beauty, Wellness	1,644
Party Nutrition	Nutrition & Wellness	1,100
Lifeworks Recovery	Therapy	2,150
Water Mark Construction, LP	General Contractor	1,098
Markem-Imaje	Office	3,500
DFW Expert Computer Inc.	Computer Repairs	1,260
Skin Specialists	Dermatologist	4,300
Watermark Automotive Solutions	Vehicle locate service	5,200
The Fein Law Firm, P.C.	Law Firm	1,899
AVO Auto Sales	Auto Sales	2,500
SyteMed, LLC	Medical Device Dist.	5,475
The Emblem Source, LLC	Wholesale	2,000
JCL Commercial, Inc.	Contractor	679
Sanabels Mediterranean Grill	Restaurant	4,200
Americo Real Estate	Real Estate	1,962
Medicalistics, LLC	Software	2,837
Brosowske, Mares, Smothermon & Co PC	CPA Firm	2,724
Dealentra Corp.	Software Dev.	1,180
Autovest Auto Group	Internet Auto Sales	14,500
Arrow Exterminator	Exterminating	5,000
Bottle Rocket	Software	18,355
Lifeguard Ambulance Service of Texas	Ground Ambulance Service	3,269
The Blair Group Real Estate	Real Estate	675
Five Star Fabrics	Fabric Sale	9,700
Flare Resources, Inc.	Oil & Gas Exploration	2,200
Supreme Lending	Mortgage Lending	4,952
E F & I Services	Telecom Services	3,360
Accor Business & Leisure	Hospitality	10,521
Dillon Gage	Metals Trading	4,058
Royalty Salon	Salon	800
Cleverly Invite	Custom Stationery Designer	515
Kahlo Restaurante & Cantina	Restaurant	3,900
Two Girls Toffery	Toffee	1,200
DUFF & PHELPS	ACCOUNTING	30,044
Spirit Halloween	Seasonal Retail	37,292
Federal Housing Finance Agency	Financial Regulator	6,143
Placemark Investments	Financial Invesments	25,719
BREOF ADDISON LP	PROP. MGMT	300
PAIEON	SOFTWARE	1,848
Rooster's Men's Grooming Center	Barbershop	1,440
Great Clips	Beauty Salon	1,209
Melanie Prescott, MS, LPC, PLLC	Counseling Office	1,696

Salata	Restaurant	2,459
The Plunk Law Group	Title Co	3,359
Rise Creations USA	Lighting	4,056
CU Direct Corporation	TX Remote office	1,174
Fiesta Restaurant Group	Restaurant	7,180
Sweet Frog	Frozen Yogurt	1,500
CDW	Office	8,000
Stealth Monitoring Inc.	Video Monitoring	14,622
Newmark Grubb Knight Frank	Lease Admin	4,006
Beagreen Company	Distributor	1,550
Big D Party & Event Rentals	Party Rental	6,000
Elegant Salon	Salon Suites	3,067
Mark Henry	Manufacturing	3,775
USAA	Office	32,627
Top Shelf Nutrition	Nutrition Club	750
JCS Upholstery	Upholstery shop	850
Expense Reduction Analysts, Inc.	consulting franchise	2,657
Origin Natural Food	Food Preparation	10,941
Power Clinic Inc.	Repair	12,078
Two Girls Toffery	manufacturing kitchen	2,793
Green Bank, N.A.	bank	4,500
	TOTAL	892,872

Yard of the Month Program

Yard of the Month Program Addison, Texas

Executive Summary

Addison has long been known as a community in North Texas that sets itself apart from other communities for its emphasis on landscaping and creating lush green environments that are welcoming to visitors and residents alike. This has helped create a strong sense of place and aesthetically pleasing environment that promotes a strong quality of life for residents and corporate companies alike. Efforts in the community have been augmented through the participation and support of the Addison Arbor Foundation, whose mission promotes and enhances a sustainable natural environment in our community. The community's emphasis on positive landscaped environments is also part of the Addison brand many people have come to expect from the community.



From an economic development stand-point, such emphasis on aesthetically pleasing environments help with corporate recruitment, and business retention and expansion efforts. The type of corporate companies the community hopes to attract want to feel that their investment will be enhanced, that the immediate surrounding environment supports their corporate image, and that employees will feel safe. Additionally, Addison residents have a sense of pride in the community that is not only attributed to the quality services provided by the Town, but also because of the quality standards the Town upholds for its landscaping. Such standards have transcended to the residents themselves who have taken the initiative to uphold the level of aesthetics generated by the community.

Businesses and residents alike have invested heavily to ensure that they meet the minimum standards set forth in the Town's Landscape Regulations, and many have exceeded the minimum criteria. Creating lush green, and naturally colorful places through landscaping helps ensure that property values are optimized by generating a greater curb appeal and desired location to live and work. This certainly helps uphold the Addison brand.

It is often believed that the highest form of flattery comes from replication of one's deeds. It is also believed that sometimes you have to create an incentive to build momentum on a new program. With this in mind, the Town believes that launching a *Yard of the Month* program will help residents and commercial building owners alike emphasize the need to exceed their landscaping to protect and grow property values. Ultimately, this will also help protect the Town's overall brand by ensuring the community's desirability for future residents and businesses alike.

Situation Analysis

The Town's landscape regulations have long helped establish the Addison brand by creating an inviting environment through greenery and natural colors and use of lawn accents. While some residents and

businesses alike have invested heavily to exceed the regulations, others have maintained the minimum as the accepted standard. As a strategy to increase property values, Town Council has identified the need to develop a “Yard of the Month” program. Such a program will help identify properties in the community who exceed quality standards of our landscape regulations and will recognize such property owners for their efforts. It is believed that recognizing such efforts will convince other property owners to focus on their own landscaping and exceed the expectations to be recognized for their efforts.

Goals

1. Develop a sustainable, coveted Yard of the Month Program.
2. Recognize residents and businesses for exceeding quality standards through a value-add to their investment.
3. Help ensure that local property values are maintained or increased.

Objectives

1. Leverage the Arbor Foundation’s volunteer support to help with judging.
2. Increase engagement of local business and residents alike.
3. Recognize property owners who exemplify the Addison Way and do their part to maintain the Addison brand.
4. Ensure the Town recognizes individuals and businesses that focus to beautify Addison.

Strategies

1. Develop criteria for Yard of the Month.
2. Seek support and participation from the Addison Arbor Foundation.
3. Develop marketing strategy.
4. Develop plaque recognition.
5. Develop PR strategy of winners.

Business Registration Value Ad Plan

Addison Business Registration 2013 Value-Add Plan

Executive Summary

In the fall 2011, Town Council adopted Ordinance No. 011-073 establishing a Business Registration (BR) process for the Town of Addison. The ordinance requires every business entity in the community that occupies office, retail, and commercial space to register with the Town by providing information about their business including key contact information, facility size, number of employees, and type of business. Even though exempt, home-based businesses can voluntarily register with the Town as well. The process went into effect January 2012 requiring every business to renew their registration annually. Addison became the third community in the State of Texas to initiate such a process.

In the past, there was no credible process for keeping track of businesses operating within the Town of Addison. Certificates of Occupancy was one method, but became obsolete since businesses were only required to register once and not notify the Town if they closed permanently. The only way of learning if another business opened in the location was if new CO was issued for the same location. Listings from the county appraiser helped maintain a listing of local businesses paying business personal property taxes, but as research demonstrated, a few companies fell through the cracks and updated primary contact information for each of these businesses was not maintained. This became an issue—particularly for emergency responders—in determining businesses and number of individuals working in many of the community's large office buildings.

Already into the second year of the process, the Business Registration (BR) has established a credible database of businesses operating within the Town limits. It is a tool that will primarily help enhance public safety in the community by providing first responders with critical updated information on businesses located within many of the Town's large office and commercial buildings. The database has also been utilized by the Economic Development Department in its Business Retention & Expansion efforts by providing the mayor and ED Director with a directory of local businesses that can be prioritized by employment levels and facility size. 100% participation by all businesses remains a challenge as some businesses in the 75254 Dallas zip code remain ignorant of the fact that they lie within the Addison city limits. Constant administration and longevity of the process will help develop 100% penetration and adoption of the process by all businesses.

During its initial launch, the Business Registration was met with some resistance from a few businesses who saw the BR as a new "tax"—testament of the adage of business' mistrust of government particularly in the midst of the most recent economic recession. In this second year, less resistance has been encountered. The seamless process has been helped with the online portal launched to expedite payment and renewal. A new ERP System will help further the seamless process and administration of the registration.

In its first year, the BR generated about \$73,000 in revenue. Because of the lack of technology in the first year to handle the process, much of the administration was done manually adding to the administration cost of the program which depleted the revenues generated. This second year, administration of the program has been helped with the deployment of online renewal and registration technology that fiscally frees revenue to develop credible "value add programs" to generate a return on investment for the BR to local companies.

Situation Analysis

Since its inception, the BR has helped create a credible, updated list of current businesses in the Town. This list has multiple applications opportunities for other departments within the Town, but careful protection of e-mail addresses has been maintained in order to prevent floods of e-mails from filling up business contacts, and having the addisontx.gov exchange from being identified as SPAM. Having the addisontx.gov exchange flagged as SPAM would prevent future important mailings from reaching our local businesses. As a result, the Town has fallen

short on demonstrating a “value add” to local businesses aside from the development of an online business directory and free passes to the Metrocrest Chamber of Commerce’s Business Expo.

As we begin the second full year of the BR, it has become crucial to develop a “value-add” program so that the program is not seen as another needless government requirement that is a pediment for doing business in the community. The BR should be seen as an important program of the Town to bring added value and benefits for a businesses’ existence in Addison. It should also help provide businesses with a better collaborative and communications tool for the Town’s businesses lines and how local leaders are being mindful stewards of how the town is investing the actual taxes they pay to ensure their investment in Addison is secure.

It is important to be cognizant of the fact that businesses are in business to essentially make money and satisfy the economic returns of investors. Time is money. For this reason, it is also important to develop benefit programs that will have a positive impact on local businesses’ bottom line, and or help enhance talent development.

Goals

1. Develop “benefits” program for local businesses that would have a direct “value add” to the bottom line for local businesses.
2. Increase communication with local businesses to increase awareness of effectiveness of local government and generate raving business fans for community.
3. Enhance collaboration and civic engagement of local businesses with the Town.

Objectives

1. Leverage Town’s lines of business to focus on local business needs.
2. Increase engagement of local business entities with Town events.
3. Enhance the overall value of the Business Registration for local businesses by generating an enhanced return of investment for each company.

Strategies

1. Establish an online e-newsletter to enhance communication.
2. Provide each company passes to Addison Special Events.
3. Develop Community Resource Guide.
4. Utilize list to develop survey in determining programs that are important to local businesses.
5. Provide each company passes to Metrocrest Chamber Business Expo.
6. Maintain online Business Registration List updated and shared with public safety departments.
7. Provide “Addison Discounts” Program (ie. Tie in to Addison A-List, Conference Center usage discounts, etc.).
8. Development of timely and relevant business seminars/lectures leveraging the support of ED stakeholders: Metrocrest Chamber, ABA, etc.
9. Development of Industry Appreciation Event.

Work Plan

See Attachment.

**2013 Business Registration Value Add Program
Work Plan**

Goals

1. Develop “benefits program” for local businesses that would have a direct “value add” to the bottom line for local businesses.
2. Increase communication with local businesses to increase awareness of effectiveness of local government and generate raving business fans for community.
3. Enhance collaboration and civic engagement of local businesses with the Town.

Strategies

Goal Accomplished	Strategy	Description	Dept. Responsible	Potential Value	Launch Date
2	Establish an online E-newsletter to enhance communication with local businesses.	<ul style="list-style-type: none"> ➤ Utilize online program similar to Constant Contact. ➤ Populate distribution list with e-mails from BR list. ➤ Each Town Department responsible for providing bi-monthly news briefing. ➤ Communicate Bond Program Progress. ➤ Highlight one business in each newsletter. 	Marketing	\$5000	April 2013
1	Provide each company passes to Addison Special Events.	<ul style="list-style-type: none"> ➤ Provide each business with four passes to each special event: Taste Addison, Oktoberfest, WorldFest. ➤ Provide each company CEO with special invite to Kaboom Town. 	Special Events	\$80,000	May 2013
2/3	Develop Community Resource Guide.	<ul style="list-style-type: none"> ➤ Develop “who to call” list. ➤ Provide each business with Addison Aerial Map. ➤ Provide each business with ED Collateral Material. 	Marketing/Economic Development	\$30,000	March 2013
2	Utilize list to develop survey in determining programs that are important to local businesses.	<ul style="list-style-type: none"> ➤ Develop Survey Monkey questionnaire. ➤ Distribute to entire BR e-mail contact. ➤ Provide every business opportunity to communicate. 	Economic Development	\$1,000	March 2013
1	Provide each company passes to Metrocrest Chamber Business Expo.	<ul style="list-style-type: none"> ➤ Provide free passes to Metrocrest Chamber Business Expo. ➤ Increase networking opportunities and business opportunities within the immediate area. 	Metrocrest Chamber	\$6,000	February 2013
2	Maintain online Business Registration List updated and shared with public safety departments/Webpage.	<ul style="list-style-type: none"> ➤ Update list on a quarterly basis. ➤ Develop online searchable list versus static, pdf format. ➤ Upload list onto Economic Development website. 	Economic Development/IT	\$1,000	March 2013

1	Develop "Addison Discounts" Program.	<ul style="list-style-type: none"> ➤ Provide possible conference center and Visit Addison Discount Program. ➤ Integrate business e-mail list onto Addison A-List database for discounts. ➤ Provide group discount packages for Special Events. ➤ Develop Affinity Programs to encourage business to business discounts. 	Economic Development/Visit Addison/Addison Business Association	\$50,000	April 2013
1/3	Development of timely and relevant business seminars/lectures leveraging the support of ED stakeholders.	<ul style="list-style-type: none"> ➤ Develop business seminars/lectures co-hosted by office buildings based on industry survey results on a quarterly basis. ➤ Possible events include: <ul style="list-style-type: none"> ➤ Aviation Focused seminar. ➤ Professional Position Job Fair. ➤ How to do business with Addison. ➤ Governor's Office China Focused Event. 	Economic Development	\$20,000	March 2013, ongoing
2/3	Development of Industry Appreciation Event.	<ul style="list-style-type: none"> ➤ Develop week-long industry appreciation event. ➤ Utilize economic development targeted industry sectors to develop business round-tables. ➤ Host breakfast/lunch with prominent keynote speaker. 	Economic Development	\$60,000	September 2013
TOTAL PROGRAM VALUE*				\$253,000	
BR REVENUES COLLECTED				\$100,000	
UNALLOCATED BUDGET COSTS				\$153,000	
POTENTIAL ROI per COMPANY				\$76.50	

*Does not take into account the value or cost of administering the program.

Upcoming Economic Development Events

April 2013
Economic Development Events

April 19, 2013, 11:30 a.m. to 1:00 p.m.: WorldFest Spotlight China Business Panel Luncheon.

April 22, 2013, 5:30 p.m. to 7:00 p.m.: Bisnow Business Power Networking Event.

April 29, 2013, 7:30 a.m. to 9:00 a.m.: “We’re Glad You’re Here!” Business Appreciation Event. Addison Circle One Building.

Council Agenda Item: #R9

AGENDA CAPTION:

Discussion and consideration of approval to authorize the City Manager to release the Fiscal Year 2012 Comprehensive Annual Financial Report.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

BACKGROUND:

Included with this memorandum is the Town's 2012 Comprehensive Annual Financial Report (CAFR) that describes the Town's financial condition as of September 30, 2012. Within the CAFR is the independent auditor's report prepared by Weaver and Tidwell. The auditor's report reflects a "clean" opinion, indicating the Town's finances are managed and reported in conformity with generally accepted accounting principles.

Original CAFR documents will be open to the public pending approval of the Council.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

No Attachments Available

Type:

Council Agenda Item: #R10

AGENDA CAPTION:

Presentation of the Town of Addison's Financial and Strategic Services Department.

FINANCIAL IMPACT:

N/A

BACKGROUND:

The purpose is to introduce the Financial and Strategic Services Department. Over the last two years we have experienced a significant amount of turnover, and have been fortunate to fill these voided positions with quality people. We have attached an updated organizational chart for the council reference.

RECOMMENDATION:

N/A

COUNCIL GOALS:

Continue to attract, hire, develop, and retain great employees

ATTACHMENTS:

Description:

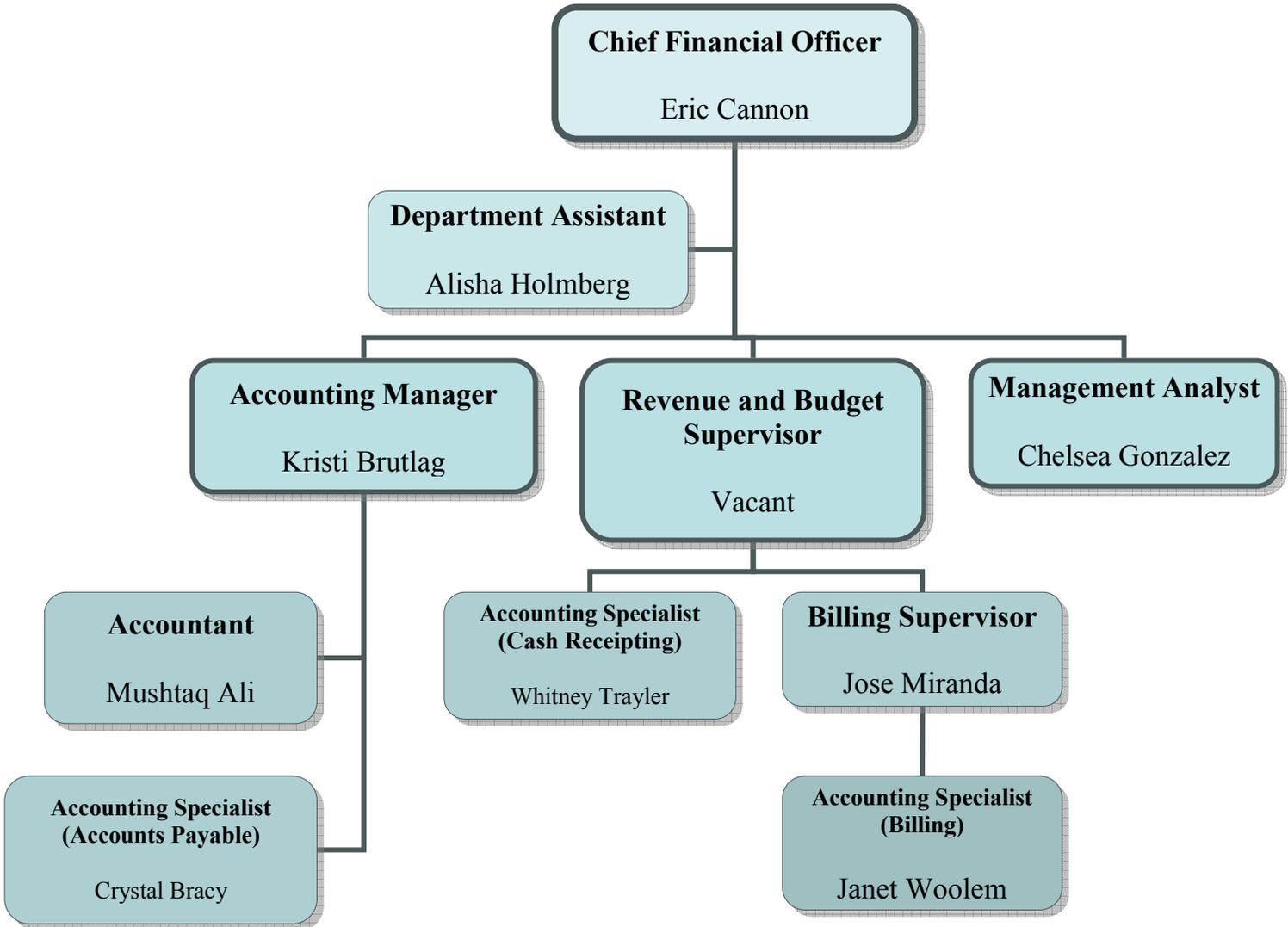
 [Finance Org. Chart](#)

Type:

Backup Material

Financial and Strategic Services

Financial and Strategic Services Staffing Chart
Number of FTEs: 9.5



Council Agenda Item: #ES1

AGENDA CAPTION:

Closed (executive) session of the City Council pursuant to Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, regarding the ratio of food-to-alcohol sales for restaurants.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

Create raving fans of the Addison Experience

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #ES2

AGENDA CAPTION:

Closed (executive) session of the City Council pursuant to Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney on a matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Tex. Gov. Code, regarding the Texas Open Meetings Act.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Identify opportunities for improved governance

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #ES3

AGENDA CAPTION:

Closed (executive) session of the Addison City Council, pursuant to Section 551.072, Texas Government Code, to deliberate the lease or value of certain real property located within the Town.

FINANCIAL IMPACT:

TBD

BACKGROUND:

TBD

RECOMMENDATION:

COUNCIL GOALS:

Raise Property Values, Attract new businesses to Addison

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #ES4

AGENDA CAPTION:

Closed (executive) session of the City Council, pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

Raise Property Values, Attract new businesses to Addison

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #ES5

AGENDA CAPTION:

Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) regarding certain pending litigation, to wit: *Town of Addison, Texas v. North Texas Contracting, Inc.*, Cause No. 12-6525-C, 68th Judicial District Court, Dallas County, Texas, and a settlement offer regarding the same.

FINANCIAL IMPACT:

TBD

BACKGROUND:

TBD

RECOMMENDATION:

TBD

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R1

AGENDA CAPTION:

Discussion and consideration of any action regarding certain pending litigation, to wit: *Town of Addison v. North Texas Contracting, Inc.*, Cause No. 12-6525, 68th Judicial District Court, Dallas County, Texas, and a settlement offer regarding the same.

FINANCIAL IMPACT:

TBD

BACKGROUND:

TBD

RECOMMENDATION:

TBD

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R2

AGENDA CAPTION:

Discussion and consideration of approval of Change Order number 7 in connection with the contract for the Park and Streetscape improvements to be known as Vitruvian Park Public Infrastructure Phase 1C.

FINANCIAL IMPACT:

To be provided.

BACKGROUND:

To be provided.

RECOMMENDATION:

To be provided.

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R3

AGENDA CAPTION:

Discussion and consideration of approval of Change Order number 1.3 and Change Order number 2.3 in connection with the contract for the Spring Valley Road Widening, Public Works #2010-05 and 2010-02, Bid Number 11-02, October 2010.

FINANCIAL IMPACT:

To be provided.

BACKGROUND:

To be provided.

RECOMMENDATION:

To be provided.

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R4

AGENDA CAPTION:

Consideration of any action regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or any action regarding the offer of a financial or other incentive to such business prospect or business prospects.

FINANCIAL IMPACT:

TBD

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

Raise Property Values, Attract new businesses to Addison

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R5

AGENDA CAPTION:

Consideration of any action regarding certain real property located within the Town of Addison, including the lease or value of such property and related matters.

FINANCIAL IMPACT:

TBD

BACKGROUND:

TBD

RECOMMENDATION:

TBD

COUNCIL GOALS:

Raise Property Values, Attract new businesses to Addison

ATTACHMENTS:

Description:

Type:

No Attachments Available