

Solicitation 18-48

Decor Services for Addison Special Events

Bid Designation: Public



Town of Addison

Bid 18-48

Decor Services for Addison Special Events

Bid Number	18-48
Bid Title	Decor Services for Addison Special Events
Bid Start Date	Dec 21, 2017 2:13:40 PM CST
Bid End Date	Jan 18, 2018 2:00:00 PM CST
Question & Answer End Date	Jan 15, 2018 12:00:00 PM CST
Bid Contact	Wil Newcomer Purchasing Manager
Bid Contact	Michele Womack Accounting Specialist Finance
Contract Duration	3 years
Contract Renewal	2 annual renewals
Prices Good for	90 days
Bid Comments	*NO FAX OR EMAIL SUBMITTALS ACCECTPED.

Item Response Form

Item	18-48--01-01 - Decor Services for Addison Special Events
Quantity	1 lump sum
Unit Price	<input type="text"/>
Delivery Location	Town of Addison <u>No Location Specified</u>
	Qty 1

Description
PER TOA SPECIFICATION



REQUEST FOR PROPOSAL

The Town of Addison is accepting proposals from all interested parties for

RFP No: 18-48

RFP Name: Décor Services for Addison Special Events

RFP Closing: January 18, 2017 @ 2:00pm
Town of Addison
Purchasing
5350 Belt Line
Dallas, Texas 75254

SCOPE OF WORK

The Town of Addison Special Events department is requesting proposals for Décor Services for the 2018 event season. Vendor must provide décor services as well as have an extensive onsite rental inventory and be able to create new/unique props as needed for our events including but not limited to: Taste Addison (May 18-20), Kaboom Town! (July 3rd), and Oktoberfest (September 20-23), 2018.

CONTRACT TERM

The Town of Addison hosts three large annual outdoor events and is soliciting proposals for a qualified vendor who will enter into a three-year contract with the option to renew for an additional two years, providing rentals and services for décor, subject to appropriation of funds by City Council.

EVENT SITE AND DATE

1. **Event Location:** The event will take place at Addison Circle Park.
2. **Event Dates:**
 - a. Taste Addison
 - i. May 18, 2018, 6:00pm – 12:00am
 - ii. May 19, 2018, 12:00pm – 12:00am
 - iii. May 20, 2018, 12:00pm – 6:00pm
 - b. Addison Kaboom Town!®
 - i. July 3, 2018, 5:00pm – 12:00am
 - c. Addison Oktoberfest:
 - i. September 20, 2018, 6:00pm – 11:00pm
 - ii. September 21, 2018, 6:00pm – 12:00am
 - iii. September 22, 2018, 12:00pm – 12:00am
 - iv. September 23, 2018, 12:00pm – 6:00pm
3. **Rain Date:** Taste Addison and Addison Oktoberfest events are rain or shine. Rain date for Addison Kaboom Town!® is July 5, 2018.

SCOPE OF SERVICES

1. Taste Addison:

- a. Vendor must provide groupings of outdoor lounge furniture at multiple areas throughout the event site.
- b. Vendor must create a sophisticated atmosphere through the use of lighting effects and décor elements.
- c. Vendor must provide decorative but sturdy fencing around the water channel at the Bowl Stage
- d. Vendor must produce visually appealing and effective directional signage for the event.
- e. Vendor to produce new or use existing banners to identify the following: Entrance, Exit, Information Booth, Guest Services, Volunteer Check-In, Grilling Experience, Signage for 3 Demo Tents, and Grand Marketplace.
- f. Protection During Inclement Weather: The event is an outdoor event and furniture must be able to withstand inclement weather.

2. Addison Kaboom Town!®

- a. Vendor must provide patriotic décor elements for the Main Stage, Special Guest Area, and any other area where décor would enhance the guest experience.
- b. Vendor must provide decorative but sturdy fencing around the water channel at the Bowl Stage.
- c. Vendor must produce visually appealing and effective directional signage for the event.
- d. Vendor to produce new or use existing banners to identify the following: Entrance, Exit, Information Booth, Guest Services, Volunteer Check-In, Special Guest Check-In

3. Addison Oktoberfest

- a. Vendor to provide Bavarian décor and facades for Ticket Selling Tents (Main Tent and Biergarten locations), Main Tent exterior, Main Tent interior, Draught Haus, Kaffee Und Kuchen Haus and Brau Haus.
- b. Vendor to provide pipe and drape for Main Stage and decorative stage backdrop as well as an American flag, Texas flag and German flag.
- c. Vendor to provide décor (lattice panel to create lanes and finish line décor) for Dachshund Races on Sunday.
- d. Vendor to provide labor to hang banners and décor provided by sponsor.
- e. Vendor to provide large secure box or equivalent for sweepstakes entries.
- f. Vendor must provide decorative but sturdy fencing around the water channel at the Bowl Stage.
- g. Vendor must produce visually appealing and effective directional signage for the event.
- h. Vendor to produce new or use existing banners to identify the following: Entrance, Exit, Information Booth, Guest Services, Volunteer Check-In, Tickets, Cash and Credit Lanes, Brau Haus entry, Package Pick-up, Kaffee Und Kuchen Haus, and Biergarten.

4. Storage of Addison Items

- a. Storage for the following Items
 - i. Full Demo Kitchen including – Refrigerator, Stove, Oven, Microwave, Cabinets and Counters – Taste Addison
 - ii. 100 Charcoal Grills – Taste Addison
 - iii. Large Entrance Banner – Taste Addison
 - iv. Addison Stage Banners – Misc.
 - v. Draught Haus Banner - Oktoberfest
 - vi. Statue of Liberty Scrip – Kaboom Town!
 - vii. Assorted Signs and Banners – Misc.
- b. Delivery and Pick up
- c. Labor to delivery / pickup, clean and properly store items listed above
- d. Installation of items listed above within the event site

ADDITIONAL INFORMATION

1. Budget

- a. The contract will remain unchanged for a period of three (3) one year terms to include the 2018, 2019, and 2020 calendar year. The Town may extend the contract for two (2) one year terms to include the 2021 and 2022 calendar year, provided that the contractor and Town agree to the contract extension. A price increase based upon the Consumer Price Index (CPI) - Dallas area for each (12) month extension period will be considered for approval during each year of contract renewal not to exceed 4% per 12 month period.
- b. Addison reserves the right to purchase more than or less than the quantities proposed. The vendor will provide a line item invoice to Addison for the actual amount used per event and must match the format of the Bid.

2. Security:

- a. The Town of Addison will provide overnight security on Thursday, May 17 - Saturday, May 19, 2018 for Taste Addison, Monday, July 2, 2018 for Kaboom Town, and Wednesday, September 19 – Saturday, September 20, 2018 for Oktoberfest.
- b. The Town of Addison is not responsible for damaged or stolen property.
- c. All other security upon site arrival until departure is the responsibility of the Vendor.

3. Vendor Responsibilities:

- a. Plan, prepare, and deliver all product, equipment, materials, and personnel to the event site for set up in a timely and safe manner.
- b. **Contractor will have a maximum of four days to set up for the event and three days to tear down, unless approval has been granted by site coordinator.** All equipment should be ready and set within adequate time prior to the opening of the event. A set-up schedule will be communicated at the pre-event Contractor meeting in which the Contractor is required to attend. Penalty if schedule is not adhered to.
- c. Contractor shall be required to coordinate installation and removal with each other (i.e. electrical, stage and sound, fencing, tents and rentals etc.) Due to the nature of Addison Circle Park, driving on the grass with a motor vehicle will not be permitted unless site coordinator has granted advance permission. If permission is granted, Contractor will be required to lay plywood on grass in order to drive with a motor vehicle. All proven damage sustained to Addison Circle Park from a Contractor will be invoiced for the amount of repair.
- d. Contractor's representative shall be on-site as scheduled and be available to the site coordinator by cell phone or radio at all times during set-up, during the event and tear down. Contractor shall have supervisory personnel inspect equipment along with site coordinator prior to the opening of each event.

QUALIFICATIONS AND WORK HISTORY

Vendors shall have verifiable experience in providing same or similar scope of work and performance. Vendor must have experience working with a Municipality and have a clear understanding of the budget needs and expectations set forth in the Bid.

INSURANCE

Vendor must be able to meet all insurance requirements in order to be considered compliant and provide an updated insurance certificate listing all events at the beginning of the year.

SUBMITTALS

Vendors should provide the following submittals in order for the proposal to be evaluated and considered.

1. Name of company, address, telephone number, contact person and his/her e-mail address.
2. Company's Web address.
3. Brief company history and experience, including safety record.
4. Creative proposal that details your approach to providing decor for each event.

5. Sample of current Certificate of Insurance - *Mandatory*
6. Brief outline of the experience of the management team and all employees who will be responsible for set-up.
7. References: A list of at least four (4) contacts with organizations for which this type of service has been provided.
8. Complete list of all decor rentals and services offered that meets or exceeds the specifications of this RFP.
9. Price proposal for rentals and services. Bid pricing shall be provided as an itemized list and must include all costs associated with the decor rentals. Costs shall include, but shall not be limited to, the cost of product, labor and delivery, etc.
10. Statement of verification that vendor has availability of product, equipment, and personnel to properly provide the furniture displays.
11. Any information which would provide added value to the proposed decor.

Please pay particular attention to receipt and preparation of the bid.

Questions concerning the bidding process shall be posted through BidSync. Questions will be answered in a timely manner. All participating vendors will be able to see all answers.

EVALUATION CRITERIA

The contract may be awarded to the Vendor(s) whose Proposal is determined to be the most advantageous to the Town. In rendering this decision, the following evaluation criteria may be utilized.

<u>Item</u>	<u>Evaluation Category</u>	<u>Maximum Awardable Points</u>
1	Experience	50
2	References/responsiveness to bid	20
3	Cost	30
	Total Award	100

Experience:

The Town will consider factors such as: number of years in business, experience level, experience with similar events/projects, innovation, creativity, resource availability, project approach, AND industry awards.

References/responsiveness:

Points may be awarded based upon the Vendor’s proposal completeness, level of detail, and conformance to Town instructions. References will be checked for quality of prior work including long-term satisfaction.

Cost:

Points may be awarded based upon the reasonableness of the Vendors cost proposal, and the completeness, accuracy and level of cost detail provided.

The evaluation criteria will consist of verifying all portions of the RFP are thoroughly and accurately addressed. In addition, the number of points per question will be based on the relevance to the project.

INSTRUCTIONS TO BIDDERS

1.0 RECEIPT AND PREPARATION OF THE BID

- 1.1 Bids will be received by the Town of Addison until time specified in the Invitation to Bid. Bids must be received by the specified time in order to be considered. Bids cannot be submitted after this closing time. No changes may be made to bids after closing.
- 1.2 Bid responses are to be posted using the BidSync system. www.bidsync.com

- 1.3 Bidders are responsible for posting responses to BidSync in a timely manner. The electronic system will not accept any entries attempted at or after the closing time and date.
- 1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Any bid received after the time and date specified will not be considered.
- 1.5 The Town of Addison reserves the right to postpone the date and time for opening bids through an addendum.
- 1.6 No changes to bid, including pricing structure, time to completion, and references may be made following submission of the bid packet.

2.0 ADDENDA AND EXPLANATIONS

- 2.1 Bidders having any questions regarding the true meaning of the specifications or terms and conditions shall submit these questions through the BidSync system. All addenda are issued through BidSync and acknowledgement must be returned with your bid.

3.0 TAXES

All bids are required to be submitted without State Sales tax. The Town of Addison is exempt from payment of such taxes and a Tax Exemption Certificate will be executed for the successful bidder.

4.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITES

- 4.1 Before submitting a bid, each bidder must thoroughly examine the contract documents and project site to ensure that the services you are proposing meets the intent of these specifications.
- 4.2 The Town of Addison is not responsible for incomplete bid packets.

5.0 BIDDING

- 5.1 Bidders are instructed to consider the following factors in preparation of your bid:
 - a. Exceptions to any specifications, or part thereof, must be clearly stated and included with your response.
 - b. Bidders are instructed to include all necessary charges related to this solicitation.

6.0 AWARD OF CONTRACT

- 6.1 The Town of Addison reserves the right to reject any or all bids, reject any particular item on a bid, and to waive immaterial formalities. The contract will be awarded to the lowest responsible bidder or bidder providing best value and whose bid is most advantageous to the city, price and other factors considered. Award may be by line item or in total, at the sole discretion of the Town of Addison.
- 6.2 Award may be based upon an analysis of the criteria detailed in the specifications.
- 6.3 **If requested**, demonstrate bidder's qualifications to perform the work. Each bidder must submit with their bid, three (3) to five (5) customer references for similar projects, including name of customer, telephone number, email and individual to contact. See separate document titled Qualifications and Reference Statement.

7.0 CERTIFICATES OF INSURANCE AND INDEMNIFICATION REQUIRED

- 7.1 Insurance and indemnification requirements are attached as a separate document and must be submitted with response. Submission of response confirms all requirements will be met within the time frame necessary.

8.0 RESOLUTION OF DISPUTES

Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

9.0 NON DISCRIMINATION POLICY

It is the policy of the Town of Addison to afford all people an equal opportunity to bid on any contract being let by the Town.

The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract.

The Town of Addison will require its employees, agents, and contractors to adhere to this policy.

10.0 GENERAL CONDITIONS

- 10.1 All invoices are to be submitted to the Town of Addison, Accounts Payable, P.O. Box 9010, Addison, Texas 75001. The Town of Addison shall make payment within 30 days of receipt of invoice and acceptance of all goods and services by authorized town employees. Invoicing shall be itemized according to the awarded unit cost. Unit cost shall not change for the initial contract.

- 10.2 The Town may wish to change the scope of this contract by adding or deleting goods or services. In this case, payments for extra work will be based upon agreed lump sums or agreed unit prices. The Contractor and Town shall agree upon such prices before the extra work is started. The Contractor shall submit to the Town a written estimate of the cost of the extra work.

No Change Order shall be made without a written order from the Town of Addison, in which event the Contractor shall proceed with such extra work or change, and no claim for an addition to the Contract Sum shall be valid unless so ordered. All Change Orders which shall exceed the sum of \$50,000 or 25% of the original contract shall not be made without first obtaining City Council approval. All Change Orders less than \$50,000 or 25% of the original contract shall be first approved by the City Manager (or City Manager's designee) before such work shall be done. No employee of the Town shall have the right to waive or authorize Change Orders in contradiction to the above provisions. Notwithstanding any

provision to the contrary contained in this agreement, Contractor shall not be entitled to claim any delay or additional compensation for the time which it takes to obtain the consents required herein.

- 10.3 No Waiver - One or more waivers to any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term, or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement or to exercise a right accruing to such party by reason of such breach be deemed a waiver by such party of its remedies or right with respect to such breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.
- 10.4 Entire Response Contractual Obligation – This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful vendor and Addison. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.
- 10.5 Vendor shall familiarize himself with the nature and extent of the specifications, site conditions and comply with all traffic and safety requirements, federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 10.6 The vendor agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the Town of Addison, and that no part or feature of the work will be sublet to anyone objectionable to the Owner. The vendor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the vendor from his full obligations to the Owner.
- 10.7 Town of Addison and vendor each binds himself, his partners, successors, assigns and legal representative to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 10.8 The Contractor agrees to pay not less than the minimum wage rates established by law.
- 10.9 Interlocal Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City. The city is a participating member of several interlocal cooperative purchasing agreements. As such, the city has executed interlocal agreements, as permitted under Chapter 791 and 271 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful supplier may be asked to provide products/services based upon the bid price, to any other participant.
- 10.10 Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 10.11 Prior or pending litigation or law suits: Each supplier must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil

or criminal litigation or investigation pending which involves the proposer or in which the proposer has been judged guilty or liable

11.0 TERMINATION OF AGREEMENT

11.1 BY TOWN: Failure to perform the work in accordance to the specifications shall constitute a material default. The Town of Addison, at its sole option, shall have the right to terminate the contract without further cause.

- a. Should the Contractor at any time refuse or neglect to supply a sufficient number of properly skilled workmen or sufficient materials of the proper quality or fail in any respect to prosecute the work contemplated herein with promptness and diligence or fail in the performance of any of the covenants herein contained, or,
- b. If the Town is dissatisfied with the quality of the Contractor's performance, or if the Contractor fails to comply with the terms of this Agreement, the Town shall so inform the Contractor by telephone, noting all areas of dissatisfaction and the Contractor shall correct the deficiencies by noon of the following day. If the Contractor fails to correct the deficiencies within the said period, the Town may elect to:
 1. Perform the services itself, or obtain others to perform the services, in which case the Town shall recover those costs by deducting 200% of the "out of pocket expense" from the Contractor's monthly invoice; and/or,
 2. Terminate the Agreement immediately by giving written notice to the Contractor. Termination by the Town under this section shall be in addition to all other remedies that the Town may have against the Contractor.
 3. The Town of Addison reserves the right to cancel this agreement, without cause with 10 days written notice.
 4. The Town may be required to cancel the contract if the governing body does not provide funding for any fiscal year beginning October 1.

11.2 BY CONTRACTOR

- a. Should the Contractor elect to cancel the Contract prior to the original or extended termination date, at least sixty (60) days written notice shall be given to the Purchasing Manager of the Town of Addison.
- b. The Town shall deduct any out of pocket costs, associated with re-bidding this contract, from money owed the Contractor. Also, any in the cost of services for the balance of the contract term shall be deducted by the Town from amounts owed to the Contractor.

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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

General	
Description	Price
Produce Banner 2'x10' with grommets	
Produce Banner 2'x20' with grommets	
Produce Windscreen Banner 2'x10' with grommets	
Produce Windscreen Banner 2'x20' with grommets	
Produce Windscreen banner with grommets 30'x5'	
Storing portable kitchen, 30 grills, etc.	
Produce 36"x48" gator board sign	

TASTE ADDISON NEEDS				
Description	Qty	Delivery	Pick up	Price
Entry				
Entrance Truss (28) 9.84' truss, (16) cube truss, (8) 4.92' truss, (16) water barrels with covers	1	5/14/2018	5/21/2018	
Hang entrance banner	1	5/14/2018	5/21/2018	
Lighted columns for directionals with custom printed graphics for all sides	4	5/14/2018	5/21/2018	
Ticket Booth				
Cash Only Banner 2'x20' and hanging fee	2	5/14/2018	5/21/2018	
Credit Only Banner 2'x20' and hanging fee	2	5/14/2018	5/21/2018	
Open/Closed signs 16"x8" to hang with Velcro	16	5/14/2018	5/21/2018	
Bowl Stage				
White fence panel	35	5/14/2018	5/21/2018	
water barrels with covers	4	5/14/2018	5/21/2018	
Picnic table	12	5/14/2018	5/21/2018	
Infinity graphic wall 10' with custom printed graphic	1	5/14/2018	5/21/2018	
Main Stage				
Picnic table	6	5/14/2018	5/21/2018	
Marketplace				
Western entrance Marketplace sign	1	5/14/2018	5/21/2018	
Split rail fencing 8' long	2	5/14/2018	5/21/2018	
Special Guest Area				
Adirondack chairs	20	5/14/2018	5/21/2018	
Picnic table	9	5/14/2018	5/21/2018	
Special guest banner 2'x20'	1	5/14/2018	5/21/2018	
Special guest banner 2'x10'	1	5/14/2018	5/21/2018	
umbrella with stand	9	5/14/2018	5/21/2018	
rustic sign holder with custom printed graphic	1	5/14/2018	5/21/2018	
Metal communal table with rustic top	6	5/14/2018	5/21/2018	
Rustic string lights 100'	8	5/14/2018	5/21/2018	
Rustic string light poles	12	5/14/2018	5/21/2018	
Rustic chandelier	2	5/14/2018	5/21/2018	
Conference Center (ACTC)				
Oversized teddy bear	1	5/14/2018	5/21/2018	
large blocks	3	5/14/2018	5/21/2018	
White rocking chairs	3	5/14/2018	5/21/2018	
36"x48" gator board sign (Alcohol sales end, Painting with a Twist, Infant Care Lounge, Cooking Stage, Craft Beer Hall, etc.	8	5/14/2018	5/21/2018	
Graphic design fee	6	5/14/2018	5/21/2018	

Addison portable kitchen deliver and store	1	5/14/2018	5/21/2018
Wine Garden			
Wrought Iron table with chairs	4	5/14/2018	5/21/2018
large whiskey barrels	10	5/14/2018	5/21/2018
Picnic table	4	5/14/2018	5/21/2018
umbrella with stand	3	5/14/2018	5/21/2018
rustic sign holder with custom printed graphic	3	5/14/2018	5/21/2018
infinity graphic wall double sided with custom printed graphics	1	5/14/2018	5/21/2018
Ebony bar 7'x45"x27"	1	5/14/2018	5/21/2018
Information Booth			
Info banner 2'x20'	2	5/14/2018	5/21/2018
Info banner 2'x10'	2	5/14/2018	5/21/2018
Guest Services			
2'x20' Guest Services banner	1	5/14/2018	5/21/2018
2'x10' Guest Services banner	2	5/14/2018	5/21/2018
Equipment			
Boom lifts	2	5/14/2018	5/21/2018
Golf cars	2	5/14/2018	5/21/2018
Delivery Fees	1	5/14/2018	5/21/2018

KABOOM NEEDS				
Description	Qty	Delivery	Pick up	Price
Entry				
Welcome to Kaboom Town banner windscreen with grommets 30'x5'	1	6/29/2018	7/4/2018	
Hanging fee for 30'x5' banner with conduit	2	6/29/2018	7/4/2018	
No Exit banner windscreen with grommets 30'x5'	1	6/29/2018	7/4/2018	
White lighted columns for directionals	3	6/29/2018	7/4/2018	
Custom printed graphics	12	6/29/2018	7/4/2018	
Graphic design fees	4	6/29/2018	7/4/2018	
Bowl Stage				
White fence panel	40	6/29/2018	7/4/2018	
Conference Center (ACTC)/ Special Guest Area				
8' lighted bar for outdoor area	1	6/29/2018	7/4/2018	
Custom printed graphic	1	6/29/2018	7/4/2018	
2'x10' Special Guest Check in banner hanging fee	1	6/29/2018	7/4/2018	
2'x20' Special Guest Check in banner hanging fee	1	6/29/2018	7/4/2018	
2'x10' Special Guest banner hanging fee	4	6/29/2018	7/4/2018	
2'x3' custom sign for Infant Care Lounge	1	6/29/2018	7/4/2018	
White rocking chairs	3	6/29/2018	7/4/2018	
Main Stage				
Hang Main Stage Scrim	1	6/29/2018	7/4/2018	
12" American Flags placed in front of stage	50	6/29/2018	7/4/2018	
Red, white and blue bunting on bike rack in front of stage	12	6/29/2018	7/4/2018	
Information Booth				
2'x20' Information banner hanging fee	2	6/29/2018	7/4/2018	
2'x10' information banner hanging fee	2	6/29/2018	7/4/2018	
Guest Services				
2'x20' Guest Services banner hanging fee	1	6/29/2018	7/4/2018	

2'x10' Guest Services banner hanging fee

2 6/29/2018 7/4/2018

OKTOBERFEST NEEDS				
Description	Qty	Delivery	Pick up	Price
Entry				
Welcome to Oktoberfest windscreen banner with grommets 30'x5'	1	9/15/2018	9/24/2018	
Signs for under the welcome banner hanging fee	4	9/15/2018	9/24/2018	
Conduit to hang banner	40	9/15/2018	9/24/2018	
Water barrels	4	9/15/2018	9/24/2018	
Water barrel covers	4	9/15/2018	9/24/2018	
Halogen lights positioned in the trees	6	9/15/2018	9/24/2018	
Conduit to hang flags	20	9/15/2018	9/24/2018	
Blue and white flags placed on fence line	20	9/15/2018	9/24/2018	
Ticket Booth Building Facades				
Building Facades for 20'x20' tent including lumber, truss, etc.	2	9/15/2018	9/24/2018	
Building Facades for 20'x60' tent including lumber, truss, etc.	2	9/15/2018	9/24/2018	
2'x20' banner for tickets	4	9/15/2018	9/24/2018	
2'x60' banner for tickets	2	9/15/2018	9/24/2018	
Open/closed signs with Velcro to hang	30	9/15/2018	9/24/2018	
Bowl Stage				
White fence panel	40	9/15/2018	9/24/2018	
Hang small yearly banners	31	9/15/2018	9/24/2018	
Conduit to hang yearly banners	31	9/15/2018	9/24/2018	
Create new 2018 small banner	1	9/15/2018	9/24/2018	
Recreate pervious years banners 1999-2003	5	9/15/2018	9/24/2018	
Picnic Tables	9	9/15/2018	9/24/2018	
Kaffee und Kuchen Haus				
Oversized 2D lebkuchenherzen 48" tall	4	9/15/2018	9/24/2018	
Graphic wall	1	9/15/2018	9/24/2018	
custom print for graphic wall	1	9/15/2018	9/24/2018	
counter façade for booth area	3	9/15/2018	9/24/2018	
deliver deli cooler	1	9/15/2018	9/24/2018	
large whiskey barrels	10	9/15/2018	9/24/2018	
Main Tent Exterior				
Oktoberfest entrance façade (columns, arches, lumber, truss, etc.)	1	9/15/2018	9/24/2018	
German photo op stand alone including jacks, sandbags, etc.	2	9/15/2018	9/24/2018	
white platform step for photo op 30"x12"	2	9/15/2018	9/24/2018	
split rail fence 6' long	4	9/15/2018	9/24/2018	
split rail fence 4' long	2	9/15/2018	9/24/2018	
Faux/real hay bales	4	9/15/2018	9/24/2018	
Medium wooden barrels	2	9/15/2018	9/24/2018	
small wooden barrels	2	9/15/2018	9/24/2018	
Picnic Tables	6	9/15/2018	9/24/2018	
Main Tent Interior				
Create 2018 banner	1	9/15/2018	9/24/2018	
Recreate pervious years banners 1999-2003	5	9/15/2018	9/24/2018	
graphic design fees				
labor to hang yearly banners	31	9/15/2018	9/24/2018	

labor to hang Paulener banners	1	9/15/2018	9/24/2018
Ceiling treatment- hang royal blue vinyl	1	9/15/2018	9/24/2018
Main Stage			
create and hang Oktoberfest canvas backdrop	1	9/15/2018	9/24/2018
Rustic sign holders	2	9/15/2018	9/24/2018
Signs "no food or drink on the dance floor"	4	9/15/2018	9/24/2018
Blue drape panel 9' long	40	9/15/2018	9/24/2018
6'6"-10' pipe/drape upright	10	9/15/2018	9/24/2018
8'-12' pipe/drape cross bar	9	9/15/2018	9/24/2018
18" pipe/drape base	10	9/15/2018	9/24/2018
Stage stairs	2	9/15/2018	9/24/2018
Chamberlain's Brau Haus			
Wrought iron fence	14	9/15/2018	9/24/2018
Custom steps with hand rails leading to VIP area	2	9/15/2018	9/24/2018
Black awning entrance	1	9/15/2018	9/24/2018
Custom printed graphic for awning	1	9/15/2018	9/24/2018
Ferns to hang in Brau Haus	20	9/15/2018	9/24/2018
LED uplight (may or may not need battery power)	6	9/15/2018	9/24/2018
Hang 3'x10' Chamberlain's banner on fencing	2	9/15/2018	9/24/2018
Information Booth			
Info banner 2'x20'	2	9/15/2018	9/24/2018
Info banner 2'x10'	2	9/15/2018	9/24/2018
Infinity cube table for trip to German Oktoberfest entry forms	1	9/15/2018	9/24/2018
Custom printed graphic	1	9/15/2018	9/24/2018
Guest Services			
Guest services banner 2'x20'	1	9/15/2018	9/24/2018
Guest services banner 2'x10'	2	9/15/2018	9/24/2018
Draught Haus inside Addison Conference Center			
Blue vinyl ceiling treatment	1	9/15/2018	9/24/2018
LED uplight (may or may not need battery power)	8	9/15/2018	9/24/2018
large whiskey barrels with table tops	12	9/15/2018	9/24/2018
Dark wood bar stools	24	9/15/2018	9/24/2018
Hang 15'x15' Draught Haus banner on exterior of Addison Conference Center	2	9/15/2018	9/24/2018
Merch Tent			
Lattice panels hang on back of tent	5	9/15/2018	9/24/2018
Dachshund Dog Races-Install Saturday after event or Sunday morning			
Dachshund façade custom printed and contour cut out arch	1	9/15/2018	9/24/2018
Finish line banner	1	9/15/2018	9/24/2018
Parade leader flag (2' flag on 5' pole with bells and ribbon)	1	9/15/2018	9/24/2018
Tambourines	6	9/15/2018	9/24/2018
Infant Care Lounge			
White rocking chairs	3	9/15/2018	9/24/2018
2'x3' custom printed sign	1	9/15/2018	9/24/2018
Large toy blocks	3	9/15/2018	9/24/2018
Large stuffed animal	1	9/15/2018	9/24/2018
Equipment			
Boom lifts	2	9/15/2018	9/24/2018
Golf cars	2	9/15/2018	9/24/2018

Delivery Fees

1 9/15/2018 9/24/2018

Town of Addison

REQUEST FOR PROPOSAL TERMS AND CONDITIONS

1. **APPLICABILITY:** These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Proposal (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller," "Proposer," "Contractor," or "Supplier"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Supplier. No Terms and Conditions contained in the Seller's Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the Terms and Conditions and the provisions on the face of the Contract/Purchase Order, the Terms and Conditions will take precedence and control.
2. **OFFICIAL PROPOSAL NOTIFICATION:** The Town utilizes the following for official notifications of proposal opportunities: www.bidsync.com and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Supplier's responsibility to verify the validity of all Request for Proposal information received from any source other than the Town. There will be NO COST to the Seller for using BidSync for its Bids/Proposals.
3. **PRIOR OR PENDING LITIGATION OR LAW SUITS:** Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable.
4. **COST OF RESPONSE:** Any cost incurred by the Supplier in responding to the Request for Proposal is the responsibility of the supplier and cannot be charged to the Town.
5. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No Town of Addison 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.
6. **COMPETITIVE PRICING:** It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.
7. **INTERLOCAL AGREEMENT:** The successful Proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful Supplier may be asked to provide products/services based upon terms and conditions of award, to any other participant in a cooperative purchasing program.
8. **CORRESPONDENCE:** The proposal number must appear on all correspondence and inquiries pertaining to the Request for Proposal. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.
9. **INDEMNITY/INSURANCE:** See attached Town of Addison minimum requirements.
10. **ERROR-QUANTITY:** Proposals must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
11. **ACCEPTANCE:** The right is reserved to accept or reject all or part of the proposal or offer, and to accept the proposal or offer considered most advantageous to the Town by line item or total offer or proposal.
12. **PROPOSAL LIST REMOVAL:** The Town reserves the right to remove a Supplier from any Proposal list for: (1) continued failure to be responsive to the Town, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, or (4) failure to comply with the Contract/Purchase Order requirements.
13. **CONTRACT RENEWAL OPTIONS:** In the event a clause for option to renew for an additional period is included in the Request for Proposal, all renewals will be based solely upon the option and agreement between the Town and the Supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.
14. **TAXES-EXEMPTION:** All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful Supplier.
15. **ASSIGNMENT AND SUCCESSORS:** The successful Supplier shall not assign, transfer, pledge, subcontract, or otherwise convey, in any manner whatsoever, any contract resulting from this proposal, in whole or in part, without the prior written consent of the Town of Addison.
16. **INVOICING:** Send ORIGINAL INVOICE to address indicated on the contract/purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

17. ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT: The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

18. FUNDING OUT CLAUSE: This agreement or contract may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this agreement or contract; (2) funds for this agreement or contract are not appropriated by the Town Council of the Town; and (3) funds for this agreement or contract that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the Town.

19. DISPUTE RESOLUTION: Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

20. DISCLOSURE OF CERTAIN RELATIONSHIPS: Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7th business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at www.ethics.state.tx.us/forms/CIQ.pdf. By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

21. PATENTS: Seller agrees to **indemnify and hold harmless** the Buyer against all costs and expenses, including but not limited to attorneys fees, and undertakes and **agrees to defend** at seller's own expense, all suits, actions or proceedings in which Buyer or the users of Buyer's products are claimed to have conducted in, or are made defendants of, actual or alleged infringement of any U.S. or foreign patent or other intellectual property right resulting from the use or sale of the items purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

22. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Texas, including but not limited to the Uniform Commercial Code as adopted by the State of Texas, as effective and in force on the date of this agreement, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction.

23. VENUE: This agreement is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this agreement shall lie exclusively in Dallas County, Texas. Proposer submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

24. TERMINATION FOR CAUSE OR CONVENIENCE: The Town at any time after issuance of this agreement, by 30 days written notice to the Supplier, has the absolute write to terminate this agreement for cause or for convenience (that is, for any reason or no reason whatsoever). "Cause" shall be the 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.

25. FORCE MAJEURE: To the extent either the Town or Proposer shall be wholly or partially prevented from the performance of this agreement or of any obligation or duty under this agreement placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

26. BAFO: During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

27. PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION: Proposals will be received and publicly acknowledged at the location, date, and time stated. Sellers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing sellers and kept secret

during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal and identified by Seller in writing as such will be treated as confidential by the Town to the extent allowable in the Texas Public Information Act and other law.

28. SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

29. PROPOSAL RESPONSE CONTRACTUAL OBLIGATION: This proposal, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Proposer and the Town. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.

30. No Boycotting Israel. The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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:**

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:

Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM MAY 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. If neither exceptions box is checked, default shall be "No Exceptions"

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"

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: Date:

Title:

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

10/17/17



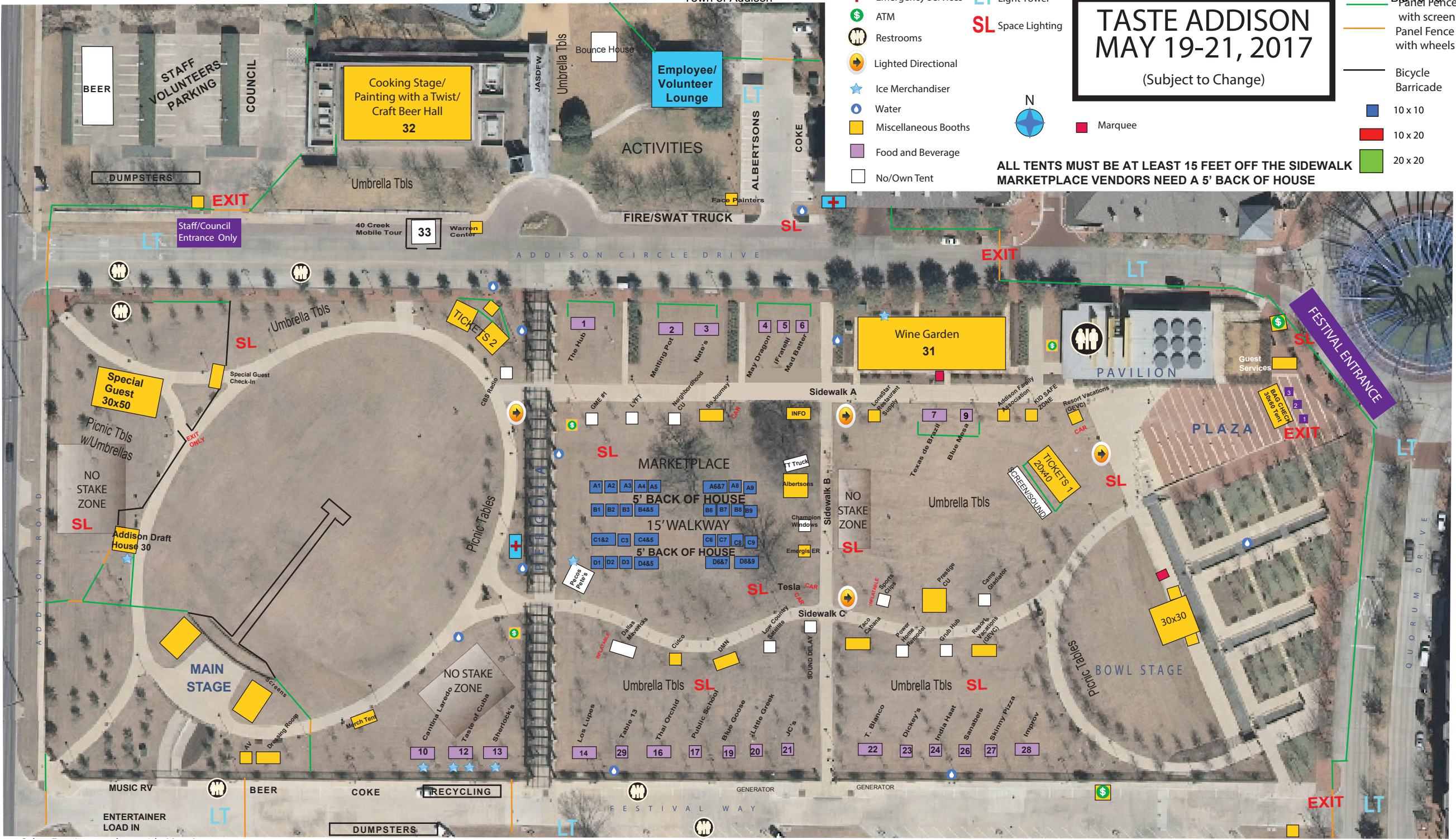
- + Emergency Services
- \$ ATM
- ♿ Restrooms
- ➡ Lighted Directional
- ★ Ice Merchandiser
- 💧 Water
- Miscellaneous Booths
- Food and Beverage
- No/Own Tent
- LT Light Tower
- SL Space Lighting

TASTE ADDISON MAY 19-21, 2017

(Subject to Change)

- Panel Fence with screen
- Panel Fence with wheels
- Bicycle Barricade
- 10 x 10
- 10 x 20
- 20 x 20

**ALL TENTS MUST BE AT LEAST 15 FEET OFF THE SIDEWALK
MARKETPLACE VENDORS NEED A 5' BACK OF HOUSE**



Other Fencing needs outside Map Area:
1/12/2018 3:25 PM
Crossroads gate/parking lot - 65' panel with windscreen

LT Gravel Lot
LT 2 @ Air Port

KABOOM TOWN! July 3, 2017 (Subject to Change)

ALL TENTS MUST BE AT
LEAST 15 FEET OFF
THE SIDEWALK



- ATM
- Water
- Restroom
- Gray Water Barrel
- Lighted Directional
- Sponsor/Activities/TOA Tents
- Bringing Own Tent
- Food - Taste of Cuba
- Beverage Sales - Taste of Cuba
- Sidewalk
- LT Light Tower
- SL Space Lighting
- Normal fence
- Bike Rack
- Panel fence with screen
- Panel fence with wheels



4 Units at Car Wash Parking Lot

LT Edwin Lewis @ Spectrum

OKTOBERFEST SEPT 14-17, 2017

(Subject to Change)

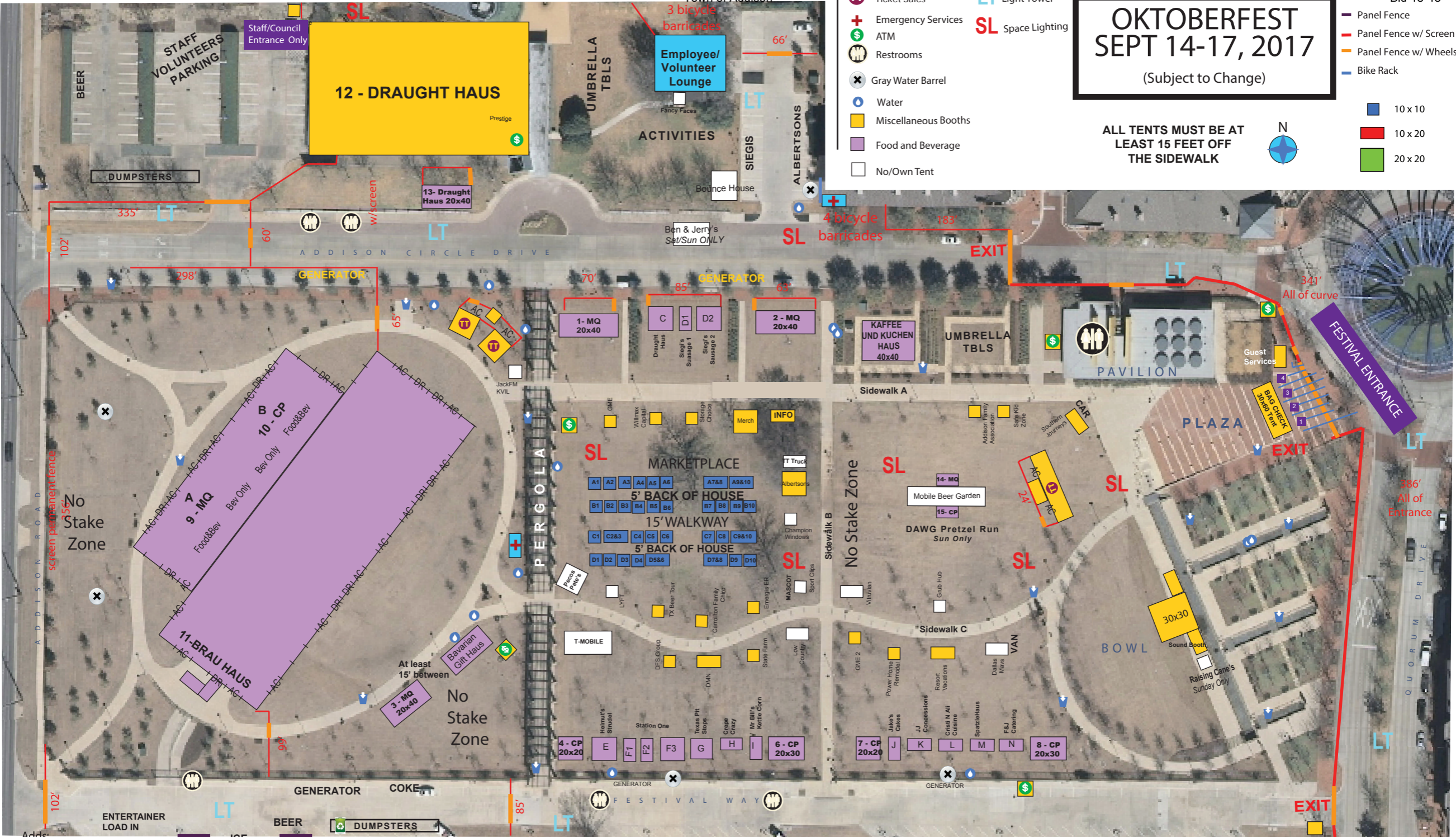
ALL TENTS MUST BE AT
LEAST 15 FEET OFF
THE SIDEWALK



- 10 x 10
- 10 x 20
- 20 x 20

- Emergency Services
- ATM
- Restrooms
- Gray Water Barrel
- Water
- Miscellaneous Booths
- Food and Beverage
- No/Own Tent

- Panel Fence
- Panel Fence w/ Screen
- Panel Fence w/ Wheels
- Bike Rack



Adds: 1) 2016 2) 2015 3) 2014 4) 2013

1) 2016 2) 2015 3) 2014 4) 2013
 2) Broadway: 3 panels
 3) McIntire: 3 Panels
 4) DART: 2 Bicycle Barricades

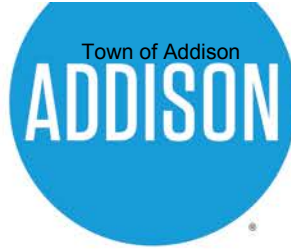
5) Arapaho/Quorum: 72' Bicycle Barricades

CARNIVAL

5 - CP 20x20

LT 2 @ Carnival Field

CARNIVAL



2018 SPECIAL EVENTS



TASTE ADDISON

May 18-20 • Addison Circle Park
TasteAddisonTexas.com

A celebration of food, music, and fun, this three-day festival features more than 25 Addison restaurants serving generous samplings of their food at reduced prices. Festivities include musical entertainment, carnival rides, wine & beer tastings, children's entertainment and more. Admission is \$20 for ages 12 and older.



SUMMER SERIES

Saturdays, June-August • Beckert Park
AddisonSummerSeries.com

Guests can pack a picnic and enjoy live entertainment Saturday nights in June, July and August. Admission is free.

ADDISON KABOOM TOWN! ®

July 3 • Addison Circle Park
AddisonKaboomTown.com

Addison's most explosive party of the year features dazzling fireworks choreographed to music, food, live music, the Addison Airport Air Show featuring the spectacular Cavanaugh Flight Museum's historic warbird flyover and more. Admission is free.



ADDISON OKTOBERFEST

September 20-23 • Addison Circle Park
AddisonOktoberfest.com

Named one of the country's most authentic Oktoberfest celebrations by *Forbes* and *USA Today*, Addison Oktoberfest features four days of family-oriented entertainment. Serving special "Oktoberfest" beer along with incredible German culinary fare. The festival also includes a Marketplace, music, and kid-friendly options like rides, midway games, and much more. Admission is \$10 for ages 12 and older.



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[Instagram.com/VisitAddison](https://www.instagram.com/VisitAddison)

**SPECIAL
EVENTS**

P.O. Box 9010
Addison, TX 75001

phone: 972.450.2851
fax: 972.450.6225

ADDISONTEXAS.NET

**IT ALL COMES
TOGETHER.**

Question and Answers for Bid #18-48 - Decor Services for Addison Special Events

Overall Bid Questions

There are no questions associated with this bid.