

Solicitation 20-41

Fireworks Display Services for Addison Kaboom Town!

Bid Designation: Public



Town of Addison

Bid 20-41
Fireworks Display Services for Addison Kaboom Town!

Bid Number	20-41
Bid Title	Fireworks Display Services for Addison Kaboom Town!
Bid Start Date	Nov 18, 2019 10:47:29 AM CST
Bid End Date	Dec 17, 2019 2:00:00 PM CST
Question & Answer End Date	Dec 12, 2019 12:00:00 PM CST
Bid Contact	Wil Newcomer Purchasing Manager
Bid Contact	Michele Griffin Accounting Specialist Finance
Pre-Bid Conference	Dec 4, 2019 9:00:00 AM CST Attendance is optional Location: Addison Airport Administrative Offices 16501 Addison Rd Suite #220 Addison, TX 75001

Description

*NO FAX OR EMAIL SUBMITTALS ACCEPTED.



Request for Proposal Fireworks Display Services for Addison Kaboom Town!®

OVERVIEW

The Town of Addison is accepting proposals from qualified vendors for the design, production and execution of a fireworks display for Addison Kaboom Town!®, including but not limited to all personnel, equipment, product, choreography, soundtrack production, and simulcast coordination.

BACKGROUND

The Town of Addison is a 4.4 square mile city located on the northern edge of Dallas, Texas. Addison is truly unique in the amenities and customer service it provides to Dallas-area residents and visitors. Within 4.4 square miles, Addison offers abundant opportunities for lodging, dining, and shopping with more than 180 restaurants, 23 hotels, and 12 million square feet of office space. Addison perfectly blends the diversity of a big city with the ambiance of a small town. For more information on the Town of Addison, please visit the Town of Addison website at www.addisontexas.net.

Rated one of the top places to watch fireworks in the country by the American Pyrotechnics Association, USA Today, The Wall Street Journal, Forbes, and many other sources, Addison Kaboom Town!® is a nationally-recognized festival that attracts over 500,000 people to Addison. Along with the Addison Airport Air Show, the fireworks display is the main attraction of the festival. It is viewed from festival grounds at Addison Circle Park, as well as numerous watch parties across Addison hosted by restaurants, hotels, businesses and residents.

Addison Kaboom Town!® occurs annually on July 3rd. The fireworks display is fired from the south end of the Addison Airport. The show lasts approximately 30 minutes, is choreographed to a blend of contemporary and traditional patriotic music, and is simulcast live on FM radio by our radio media partner.

SCOPE OF WORK

The Town of Addison wishes to contract with one company to provide fireworks display services for Addison Kaboom Town!®, including but not limited to all personnel, equipment, product, choreography, soundtrack production, and simulcast coordination. The company must fulfill all of the components below, and produce a fireworks display that is both visible from throughout Addison and of a level of quality as to uphold the reputation that this festival has built over the last 3 decades.

1. Show Overview
 - a. Location: The show is fired from the south end of the Addison Airport (16051 Addison Road, Addison, TX 75001).
 - b. Visibility: The primary audience viewing location is Addison Circle Park (4970 Addison Circle, Addison, TX 75001). However, there are secondary audience viewing locations throughout the Town of Addison. The show must be visible from most Addison restaurants, businesses and residences.
 - c. Show Date/Time: July 3, 9:30 p.m.
 - d. Rain Date/Time: July 5, 9:30 p.m.

2. Show Details
 - a. Show Length: 25-30 minutes. Proposals must indicate the length of the main show as well as the length of the finale.
 - b. Show Design: The show must have distinctive opening and closing segments as well as creative effects throughout. It must run continuously with minimal black sky (dead time between shells) and a high quality finale.
 - c. Music: The show must be choreographed to a pre-selected mix of contemporary and patriotic songs.
 - d. Show Uniqueness: The choreography of the show, including but not limited to the selection of shells and music, must include elements that are unique to Addison and not used by other shows in North Texas.
 - e. Shell Size:
 - i. Shells must be no smaller than 3" and no larger than 6" in size, and shall be approved by the Town of Addison Fire Marshal.
 - ii. No ground effects may be used, and shells 4"-6" are preferred due to the audience distance from the firing location.
 - iii. A complete list of shells must accompany the proposal. The list must include name, description of effect, size, and quantity used in the main show as well as the finale.
 - f. Firing Technique: The show must be fired electronically; hand fired shows are prohibited.
 - g. Inclement Weather Protection: The shells must be covered and protected during inclement weather. Vendor must have the ability to complete the show during inclement weather if it is deemed permissible by the Town of Addison Fire Marshal.

3. Show Music
 - a. The fireworks display must be choreographed to an approved music soundtrack.
 - b. Vendor is responsible for the design and production of a high quality music soundtrack. The Town of Addison will provide a list of songs for potential inclusion, and will have final approval of the music soundtrack. Development of the soundtrack is a lengthy and collaborative process that should begin approximately 6 months prior to the show. The final soundtrack must be submitted for approval no less than 90 days prior to the show.
 - c. Music soundtrack will be played over a sound system for attendees at the Addison Circle Park festivities and simulcast live by a DFW radio station selected by the Town of Addison. Vendor is required to coordinate with both the festival stage manager and the radio station to prepare for the show and communicate start time for a unified launch on the day of show.

4. Show Budget
 - a. Total cost of show not to exceed \$75,000 annually for the duration of the contract.
 - b. Funding is subject to the annual appropriation of funds by the Addison City Council.
5. Inspection
 - a. Vendor shall supply a site plan to the Town of Addison Special Events Department and Fire Marshal that includes the dimensions of the display site, location of the discharge site, spectator viewing areas, parking areas, fallout areas and the associated separation distances.
 - b. Site plan must be submitted no less than 21 days prior to the arrival of any equipment. The Fire Marshal must approve the safety plan prior to set-up.
 - c. See Exhibit A for a preliminary site plan.
 - d. The Fire Marshal reserves the right to inspect the firing site and all equipment to be used, up to one hour prior to the show. All corrections requested must be completed at least 30 minutes prior to the show.
6. Firing Decision
 - a. Final decision as to firing the show will be the sole responsibility of the Fire Marshal or his/her designee, weather and safety conditions permitting.
7. Security
 - a. The Addison Airport will be closed for maintenance when the show is loaded on July 3. The Town of Addison will provide police officers and security on July 3 from show load-in until event clean up is completed and the airport is re-opened. The Town of Addison will provide post-show debris clean up.
 - b. Vendor personnel must obtain an access badge from Addison Airport staff to gain access to the airport grounds.
 - c. Any additional security from site arrival until departure is the responsibility of the Vendor.
 - i. Use of the Addison Police Department is recommended.
 - ii. Vendor is required to have an Addison police officer on-site at all times while the pyrotechnic products are on airport property.
8. Additional Vendor Responsibilities
 - a. Obtain all necessary permits and comply with all local, county, state, and federal rules, laws, ordinances, and regulations relating to and application to the fireworks display and related activities.
 - b. Plan, prepare, and deliver all product, equipment, materials, and personnel to the display area for set-up in a timely and safe manner.
 - c. Abide by all NFPA and DOT regulations for fireworks transportation, ignition, and disposal.
 - d. Abide by the International Fire Code with amendments as adopted by the Town of Addison.
 - e. Conduct the display in a timely and safe manner according to the requirements of this scope of work.
 - f. Inspect the display area and remove any unexploded pyrotechnic materials immediately after the show.

PRE-BID SITE VISIT

Vendors are strongly encouraged to attend a meeting at the launch site to gain a better understanding of the specific requirements of the venue. The meeting will take place on Tuesday, December 4, at 9 a.m. at the Addison Airport administrative offices located at 16501 Addison Road, Suite 220, in Addison, Texas.

QUESTIONS

Questions concerning this RFP shall be posted through BidSync. Questions will be answered in a timely manner on BidSync. All interested vendors will be able to see all answers.

RIGHT TO MODIFY OR WITHDRAW

The Town of Addison reserves the right to change, amend, supplement or withdraw this RFP. The Town of Addison may also decide to reject all submitted responses and either reissue the RFP or discontinue the search for an Agency.

SUBMISSION OF PROPOSALS

The vendor shall submit, at no cost to the Town of Addison one (1) original hard copy and one (1) electronic PDF copy on a memory stick. Both shall be enclosed in a sealed envelope and be mailed, or hand delivered to the attention of:

Town of Addison
Purchasing
5350 Belt Line Road
Dallas, TX 75254

Proposals should be labeled: "RFP#20-41 Fireworks Display Services"

Proposals will be accepted until 2:00 P.M. on Tuesday, December 17, 2019.

Late proposal submissions will be returned unopened, and unsigned or incomplete proposals will be rejected as non-responsive.

OBJECTIVE OF RFP

The purpose of the RFP is to select a vendor to provide the design, production and execution of a fireworks display for Addison Kaboom Town![®], including but not limited to all personnel, equipment, product, choreography, soundtrack production, and simulcast coordination. It is the Town's intent to engage one agency to perform these functions.

CRITERIA FOR EVALUATION OF RESPONSES

Responses will be evaluated with respect to criteria specifically developed to examine the technical competence and suitability of prospective proposals.

The Town will only award the contract to a responsible vendor. In order to qualify as responsible, a vendor must meet the following criteria as they related to this Request for Proposals:

1. The successful vendor must have adequate technical skill and financial resources to ensure satisfactory performance.

2. The successful vendor must have the necessary experience, staffing, and organization to ensure satisfactory performance.
3. The successful vendor must have availability of product, equipment, and personnel to properly conduct the display in a safe manner according to the requirements of local, state and federal authorities.

RFP EVALUATION PROCESS

Responses will be evaluated using the following weighted criteria:

1. Qualifications

The vendor's ability to produce the services requested as indicated in the scope of work, including staffing, equipment, and access to product, will be evaluated and assigned up to twenty (20) points.

2. Experience

The vendor's performance on similar contracts, safety record, and industry awards will be evaluated and assigned up to thirty (30) points.

3. References

A minimum of three (3) organization references to which the vendor has provided similar levels of service must be provided. At least one reference must be from a municipal/government entity. Each reference will be evaluated and assigned up to ten (10) points, for a maximum of up to thirty (30) points. Special attention will be given to the scope and quality of services provided to each reference.

4. Creativity and Uniqueness

Proposals will be evaluated for the creativity of show elements, including shell types and quantities, length and style of finale, music design, and uniqueness. Evaluation of fulfillment of this requirement will be awarded up to twenty (20) points.

VENDOR PROPOSAL EVALUATION MEETINGS

discussions may be conducted with vendors to clarify the Town's requirements and the vendor proposals. In addition, vendor finalists may be invited to give formal, in-person presentations to the Town panel prior to award.

AWARD

Award shall be made to the responsible vendor whose qualifications are determined to be the most advantageous to the Town, taking into consideration the criteria for proposal acceptance and the evaluation composite score.

CONTRACT TERM

This contract awards would be a three (3) year contract with an option for two (2) subsequent one (1) year renewals.

The contents of this proposal by the successful agency shall become contractual obligations in a contract ensues. Failure of the successful contractor to accept these obligations may result in cancellation of the award.

QUALIFICATIONS

To assure consistency, proposals must conform to the following format:

1. Table of Contents
2. Cover Letter
3. Organization Overview: Provide an overview of the organization's history, qualifications, and how it is equipped to meet the Town's needs with regard to the scope of work.
4. Organization Staffing: A brief outline of the experience of the management team, including the show designer, primary contact for the Town of Addison, and music design technician.
5. Agency Experience: Provide a minimum 5 year show history (include only Texas shows with at least 5" shells) as well as safety record.
6. References: A list of at least three (3) organizations to which the vendor has provided similar levels of service must be provided. At least one reference must be from a municipal/government entity. Include organization name, address, contact person with telephone and email, name and date of the event, and brief overview of services provided.
7. Descriptive overview of the vendor's creative and organizational approach to show design, music selection and design, choreography and production.
8. Proposed show for 2020 implementation. Description to include quantity, types, sizes, product names and country of origin of pyrotechnic products, and quantity of each type of product in the main show and the finale. Indicate total length of show and length of finale. Actual choreography and final design is not required for proposal. Proposal should detail vendor's approach to producing a high quality, nationally ranked fireworks display. Failure to fully provide this information may be cause for rejection of bid.
9. Statement of verification that vendor has availability of product, equipment, and personnel to properly conduct the display in a safe manner according to the scope of work.
10. Fee structure. Bid pricing shall be provided in a lump sum and must include all costs associated with the fireworks production for the proposed show referenced in #8 of the Qualifications section of the RFP. Costs shall include, but shall not be limited to, the cost of product, staffing, equipment, state and local permits, technician fees, and insurance. Price shall not exceed show budget.
11. Contract: Enclose a copy of your standard contract. Indicate any clause(s) that are conditional or non-negotiable.

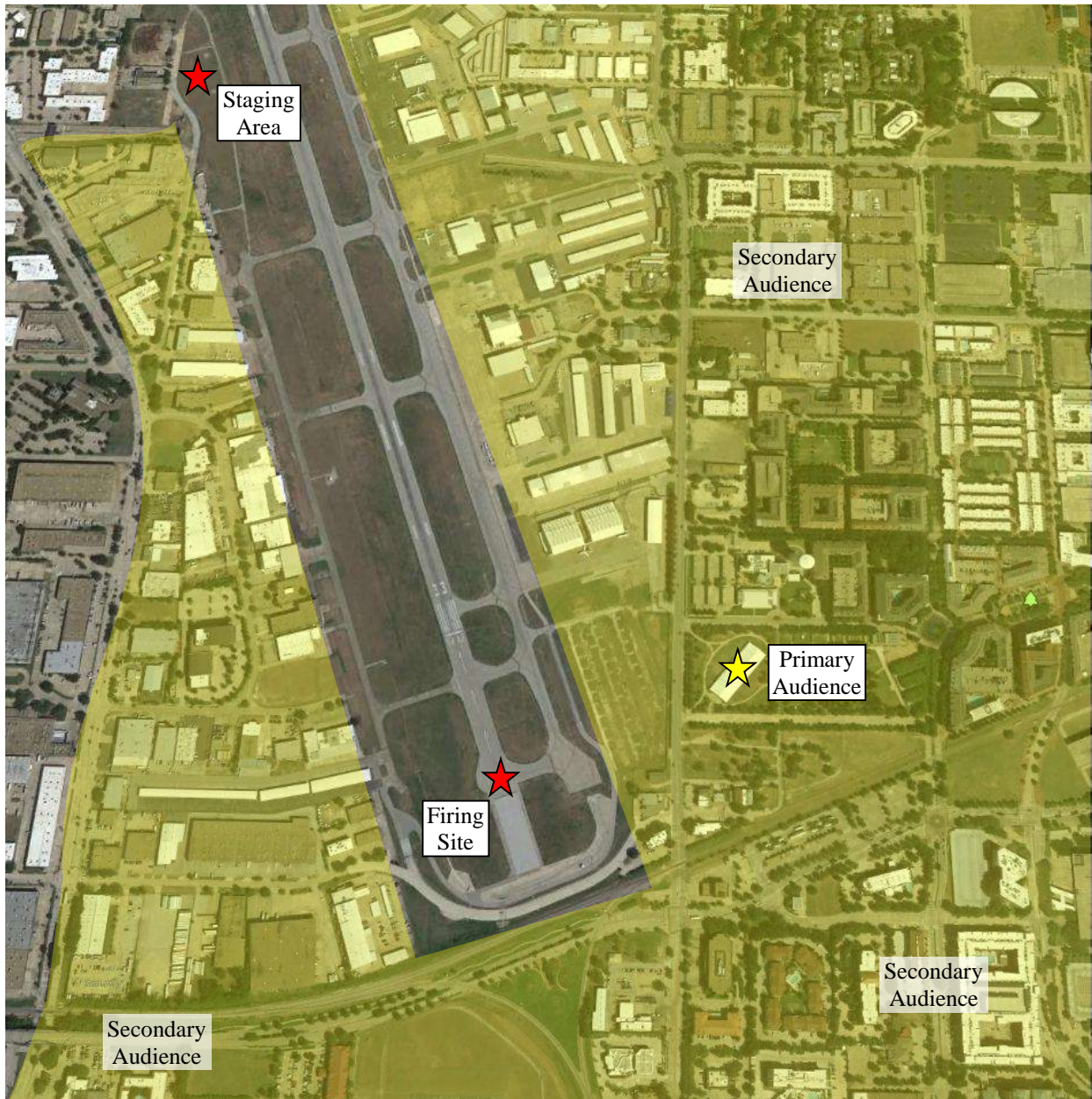
APPROXIMATE TIMELINE OF RFP PROCESS

(All dates are approximate and are subject to change without notice.)

- Release of RFP - Monday, November 18, 2019
- Pre-Bid Site Visit – 9:00 AM Wednesday, December 4, 2019
- All submissions due by – 2:00 PM Tuesday, December 17, 2019
- Interviews with finalists (if necessary) – TBD
- Selected vendor will be taken to the City Council Tuesday, January 14, 2020 for consideration and approval.

EXHIBIT A

Preliminary Site Plan



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	<u>TOWN OF ADDISON to be provided a 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:



Interested Parties

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, please follow Instructional Video for Business Entities.

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

Dallas, TX 75254

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

Question and Answers for Bid #20-41 - Fireworks Display Services for Addison Kaboom Town!

Overall Bid Questions

There are no questions associated with this bid.