

Solicitation 20-220

Street Sweeping Services

Bid Designation: Public



Town of Addison

Bid 20-220 Street Sweeping Services

Bid Number	20-220
Bid Title	Street Sweeping Services
Bid Start Date	Sep 14, 2020 10:51:37 AM CDT
Bid End Date	Oct 1, 2020 2:00:00 PM CDT
Question & Answer End Date	Sep 24, 2020 2:00:00 PM CDT
Bid Contact	Wil Newcomer Purchasing Manager
Bid Contact	Michele Griffin Accounting Specialist Finance
Contract Duration	1 year
Contract Renewal	4 annual renewals
Prices Good for	90 days
Bid Comments	*NO FAX OR EMAIL SUBMITTALS ACCEPTED.

Item Response Form

Item	20-220--01-01 - Section "A" Per Year Total
Quantity	1 lump sum
Unit Price	<input type="text" value="\$51,595.54"/>
Delivery Location	Town of Addison <u>No Location Specified</u>
	Qty 1
Description	
Per TOA Spec.	

Item	20-220--01-02 - Section "B" Per Year Total
Quantity	1 lump sum
Unit Price	<input type="text" value="\$8,094.24"/>
Delivery Location	Town of Addison <u>No Location Specified</u>

Qty 1

Description
Per TOA Spec.

Item **20-220--01-03- Section "C" Per Year Total**

Quantity **1 lump sum**

Unit Price

Delivery Location **Town of Addison**
No Location Specified

Qty 1

Description
Per TOA Spec.

Item **20-220--01-04- Section "D" Per Year Total**

Quantity **1 lump sum**

Unit Price

Delivery Location **Town of Addison**
No Location Specified

Qty 1

Description
Per TOA Spec.

Item **20-220--01-05- Street Sweeper with Operator**

Quantity **1 hour**

Unit Price

Delivery Location **Town of Addison**
No Location Specified

Qty 1

Description
Per TOA Spec.

Item **20-220--01-06- Street Flusher with Operator**

Quantity **1 hour**

Unit Price

Delivery Location **Town of Addison**
No Location Specified

Qty 1

Description
Per TOA Spec.

Item **20-220--01-07- Pickup Truck with Laborer**

Quantity **1 hour**
Unit Price
Delivery Location **Town of Addison**
No Location Specified

Qty 1

Description
Per TOA Spec.

ESTIMATED ANNUAL REQUIREMENTS CONTRACTS

The Town of Addison is accepting bids to establish a fixed price annual requirement contract for: Street Sweeping Services, as specified in this solicitation.

The contract period will be effective for twelve months from the date of award.

The contract shall contain an option to extend the term of the agreement for four (4) additional one (1) year periods upon the same terms and conditions of the original bid. Each renewal period, if exercised and mutually agreed upon by both parties, will be for one (1) additional year. Prices shall remain firm for the duration of the initial contract period. The Town will also have the right and option to terminate the agreement upon thirty (30) days written notice.

The Town intends to award this contract to one contractor. The award will not be split.

The quantities specified are estimates only of our projected annual requirements. The award of an estimated annual requirements contract allows the Town to use the items and services as the requirements and needs of the Town arise on an annual basis and during any subsequent renewal period(s). Quantities may be increased beyond the estimated quantities listed in this bid, as necessary, provided funding is available. Quantities may be decreased below the estimated quantities listed in this bid, as necessary, if funding is not available or if items and services are no longer needed. The Town is not obligated to pay for or use a minimum or maximum amount of items or services and payment will be made pursuant to the unit prices bid in the contract. The Contractor shall have no claim against the Town for anticipated profits for the estimated quantities listed, diminished, or deleted.

PRICE ADJUSTMENT CLAUSE
FOR ANNUAL CONTRACTS

- A. The unit prices of all items purchased under an estimated annual requirements contract is firm for the first annual period of this contract. However, if the option to renew for additional one• year period(s) is exercised by the Town of Addison, a price adjustment upward (or downward) may be requested by the Contractor by the application of the formula set forth in (B) below. The index is to be used in the computation of the price adjustment shall be the "All Items Index" under the "U.S. City Average" category as quoted in the publication Consumer Price Index for the Dallas-Fort Worth Consolidated Metropolitan Statistical Area, which is issued by the U.S. Department of Labor, Bureau of Labor Statistics.
- B. The index published for the month of **August 2020** shall be used as a base for determining price adjustment(s). The index for the month of **August 2021** for each subsequent renewal period shall be used in determining the adjusted contract price(s) for the ensuing contract period (s), should renewal option(s) be exercised, and unit price adjustments be requested. Contract price adjustment shall be determined as follows: Unit Price X% change (the point difference between the base index and the subsequent specified index is divided by the beginning index points and multiplied by 100) if the index equals the amount of price change. Whenever a price adjustment is made pursuant to this clause in contracts with multiple renewal options, the index that was used for computing the most recent price adjustment(s) shall become the new base index for determining further adjustments. There shall be a minimum of at least twelve months between price adjustments for contracts having multiple renewal options.
- C. The Contractor shall submit a written request for price adjustment and such request shall include the new unit price(s) and the basis for the determination.
- D. The aggregate of the increase in any contract unit price shall not exceed 25% of the original unit price.
- E. Upon approval by the Town of Addison, the new unit prices will then be firm for the term of the optional additional contract period(s) or until subsequent price adjustments are approved by the Town of Addison.

TOWN OF ADDISON CONTRACTOR INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION BY CONTRACTOR.

GENERAL TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS THE TOWN, ITS PARTNERS, AFFILIATED COMPANIES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (THE "TOWN INDEMNITEES") FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, COST AND EXPENSES, INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS, INCURRED BY TOWN AND/OR TOWN INDEMNITEES TO THE EXTENT THEY ARE:

(1) DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT BY CONTRACTOR OR ANY OF ITS CONSULTANTS, SUBCONTRACTORS, OR ANY OF THEIR AGENTS AND EMPLOYEES, AS TO THE PERFORMANCE OF THE AGREEMENT;

(2) THE RESULT OF ANY NEGLIGENT ACT OR OMISSION OR ANY INTENTIONAL ACT OR OMISSION IN VIOLATION OF CONTRACTOR'S STANDARD OF CARE, BY THE CONTRACTOR, A CONSULTANT, A SUB-CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR OR ANYONE FOR WHOSE ACTS THE CONTRACTOR MAY BE LIABLE; OR

(3) OTHERWISE ARISING OUT OF OR RESULTING FROM NEGLIGENT PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT OR THE BREACH BY THE CONTRACTOR OF THE AGREEMENT, INCLUDING SUCH CLAIMS, DAMAGES, LOSSES OR EXPENSES ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM.

INDEMNIFICATION FOR EMPLOYEE INJURY CLAIMS. WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS TOWN AND/OR TOWN INDEMNITEES FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, INCURRED BY TOWN AND/OR TOWN INDEMNITEES IN CONNECTION WITH ANY ACTION AGAINST TOWN AND/OR TOWN INDEMNITEES FOR PERSONAL INJURY OF ANY EMPLOYEE OF THE CONTRACTOR OR ANY OF CONTRACTOR'S CONSULTANTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (HEREINAFTER REFERRED TO AS AN "EMPLOYEE INJURY CLAIM"), EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF TOWN OR TOWN INDEMNITEES.

With regard to claims against any party seeking indemnity under this Article which are made by an employee of the Contractor, a Consultant, a sub-contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation assumed under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or any other employer under worker's compensation acts, disability benefit acts or other similar employee benefit acts.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under INDEMNIFICATION BY CONTRACTOR or the Additional Insured requirements under the INSURANCE section (on following page), such legal limitations are made a part of the contractual obligations and shall operate to amend the obligations to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect. Should any provision or any part of any provision of this Contractor Agreement be held invalid, unenforceable or contrary to public policy, law, statute or ordinance, then the remainder of the provision, paragraph, Section and/or Agreement shall not be affected thereby and shall remain valid and fully enforceable.

The obligations contained in this INDEMNIFICATION BY CONTRACTOR shall survive the expiration, completion, abandonment and/or termination of the Agreement and final completion of the Work and any other services to be provided pursuant to this Agreement.

INSURANCE REQUIREMENTS

Commercial General Liability covering bodily injury and property damage (including the property of the Town Indemnities) with minimum limits on a per project basis of One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate (PER PROJECT). This policy shall be primary to any policy or policies carried by or available to the Town Parties and shall include products/completed operations coverage with a minimum aggregate limit of Two Million Dollars (\$2,000,000) and Personal & Advertising Injury coverage with a minimum occurrence limit of One Million Dollars (\$1,000,000).

Workers' Compensation/Employer's Liability Insurance in full accordance with the statutory requirements of the state or states where the Work is to be performed and shall include bodily injury, occupational illness or disease coverage with minimum Employer's Liability limits of \$500,000/\$500,000/\$500,000. Worker's comp coverage policy shall contain an **Alternate Employer Endorsement and such endorsement shall be provided to the Town.**

Automobile Liability Insurance covering all operations of Contractor pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

Excess Liability Insurance. Contractor shall maintain excess liability insurance with a limit of not less than \$2,000,000. Such insurance shall be excess of the commercial general liability insurance, business auto liability insurance and employer's liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by Town and shall be provided on a "following form basis". Contractor waives all rights against Town, and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the umbrella liability insurance obtained by Town pursuant to this Paragraph. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

Waiver of Subrogation Rights. The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the Town and/or Town indemnitees.

Additional Insured Status. With the exception of Worker's Compensation Insurance, all insurance required pursuant to this Agreement shall include the Town and Town indemnitees as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to Town and Town indemnitees under Texas law. The Additional Insured status for the Town and Town indemnitees must remain in force and effect for 24 months following completion of the project.

Carriers; Certificates. All policies required to be obtained by Contractor pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to Town and lawfully authorized to issue insurance of the types and amounts required by this Agreement. Certificates of Insurance for each policy in a form satisfactory to Town shall be delivered to Town on or before execution of this Agreement. It is further agreed that copies of any or all policies will be provided to the Town should they request them. All policies will provide 30-day Notice of Cancellation or material change endorsed specifically in favor of the Town.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid the bidder certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been bid herein have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening of bids, directly or indirectly to any other bidder or competitor; and
- C. No attempt has been made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

BID CERTIFICATION

The undersigned hereby certifies that he has read, understands and agrees that acceptance by the Town of Addison of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he agrees to fully comply with documentary forms herewith made a part of this specific procurement.

NAME OF COMPANY

Sweeping Services of Texas - Operating, LP

Authorized Signature:

Ronnie Kendrick

Address: 9000 Trinity Blvd.

City and State: Hurst Texas ZIP: 76053

Phone Number(s): (817) 268-4100

Date: 09/29/2020

OUT OF STATE CERTIFICATION

As defined by Section 2252.001 of the Texas Government Code, a "nonresident bidder/proposer" means a bidder/proposer whose principal place of business is not in Texas but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

() I certify that my company is a "Resident Bidder/Proposer":

Sweeping Services of Texas - Operating, LP

Company Name

() I certify that my company qualifies as a "Non-Resident Bidder/Proposer"

(Note: You must furnish the following information)

Indicate the following information for your "Resident State" (the state in which your principal place of business is located):

Company Name

Address

City

State

Zip

A. Does your "resident state" require proposers whose principal place of business is in Texas to underprice proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

() Yes

() No

B. What is the prescribed amount or percentage?

\$ _____ or _____ %

By signature below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

Sweeping Services of Texas - Operating, LP

Company Name

Ronnie Kendrick

Signature of Authorized Company Official

09/29/2020

Date

VENDOR SUPPLEMENTAL INFORMATION

Name of Company: Sweeping Services of Texas - Operating, LP

Indicate the State by which your business is governed: Texas

Sole Proprietorship Yes _____ No X

General Partnership Yes _____ No X

Limited Partnership Yes X No _____

Corporation Yes _____ No X

Other: _____

Year the company was established and former names of the company, if applicable.

2004

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all the partners for the partnership:

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

Sweeping Services of Texas – Operating, LP Formed in State of Texas
9000 Trinity Blvd Hurst, TX 76053 Tarrant County

General Partner: SST-OP GP, LLC Limited Partner: Waste Partners Environmental, Inc.

Vendor Supplemental Information continued

In the case of a **limited partnership** (foreign or domestic), is it registered with the Secretary of the State of the State of Texas and authorized to do business in this State?

Yes No

In the case of a **limited partnership** (foreign or domestic), is its general partner(s) registered with the Secretary of State of the State of Texas and authorized to do business in this State?

Yes No

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers of the corporation:

In the case of a **corporation** (foreign or domestic), is it registered with the Secretary of State of the State of Texas and authorized to do business in this State?

Yes No

If the company is a **limited liability company**, please list the exact name of the limited liability company, whether it is a limited liability company formed under the laws of the State of Texas or another state, the business address for the limited liability company, including the state and county, and list the names of all the members/managers for the limited liability company:

In the case of a **limited liability company** (foreign or domestic), is it registered with the Secretary of State of the State of Texas and authorized to do business in this State?

Yes No

In the case of a **limited liability company** (foreign or domestic), is its member(s)/manager(s) (if not an individual) registered with the Secretary of State of the State of Texas and authorized to do business in this State?

Yes No

If the company is **another entity** not listed above, please lists the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and lists the names of all of the persons authorized to act on the company's behalf:

**Town OF ADDISON, TEXAS
BID #XX-XX SPECIFICATIONS
FOR STREET SWEEPING SERVICES**

I. SPECIFICATION INTENT

The Public Works Department (Hereinafter called "Department") desires to obtain the services of a private company (hereinafter called "Contractor") for the cleaning and sweeping of certain streets and medians within the Town of Addison, Texas (hereinafter called "Town")

The specifications contained herein are designed to establish an effective, efficient and safe system of street cleaning.

II. PRE-BID CONFERENCE AND SITE VISIT

No Pre-bid meeting is scheduled.

III. CLARIFICATION OF REQUIREMENTS

All requests for additional information or clarification concerning this request for bid must be submitted, in writing, no later than **2:00 p.m. CST September 24, 2020**. All questions must be submitted through the Bidsync system and answers will be posted on Bidsync.com for all prospective bidder's review.

IV. OUTLINE FOR SUBMITTAL OF BID

A. If paper bids are submitted, each firm shall submit (1) original copy & (1) digital copy of their bid, including all supporting documentation. If bids are submitted electronically, the bidder shall make sure all required supporting documentation is uploaded into the Bidsync.com system. Failure to provide requested information in this request for bid may result in disqualification from consideration. Bids shall be accepted prior to **2:00 p.m. October 1, 2020**. No late bids will be accepted. Bids must clearly show the **Bid 20 - 2 20** on the face of the envelope and be delivered to:

Purchasing Manager
The Town of Addison
Town of Addison Finance Building
5350 Belt Line Road, Dallas, TX 75254
Phone: (972) 450-7091

- B. The following documents must be included with this bid:
1. Signed Invitation to Bid document signed by a company representative authorized to contract for the company.
 2. References (5)
 3. Information and/or documents requested in VIII - Questionnaire
 4. All forms requested and included in this bid request.

V. TERM OF CONTRACT

The initial contract shall be for a one (1) year period. The Town shall have the option to extend the term of the contract for four (4) additional one-year periods, if agreeable to both parties.

VI. CANCELLATION

The successful bidder will be awarded a contract on an exclusive basis. The Town has the option to terminate the contract at any time if the successful bidder does not perform the contract to the Town's satisfaction or if funding is no longer available for the service. Thereafter, either party may terminate the contract by giving the other party thirty (30) days prior written notice.

VII. BEST VALUE BID EVALUATION PROCEDURES

- A. The Town shall award a contract to the responsible bidder providing the best value. **This is NOT a low bid solicitation based on price alone.** All bidders must provide documentation and information requested in this solicitation in order to determine the best value outlined in "B" below.
- B. Pursuant to the Texas Local Government Code, § 252.043, Award of Contract, "Best Value" will be determined by considering:
1. Price (50%).
 2. The experience and qualifications of the bidder and bidder's personnel to provide the goods and services outlined in this bid (25%).
 3. Information and comments received from References (10%).
 4. The extent to which the goods or services of the bidder meet the Town's needs and the bidder's ability to meet the criteria specifically listed in this request for bid (15%).
- C. Rejection and Waiver Rights: The Town reserves the right to reject any and all bids, to waive minor irregularities, formalities, or requirements, as necessary, when it is in the best interest of the Town to determine the best value.

VIII. QUESTIONNAIRE

Each bidder shall give written responses to the following questions in their bid response.

- A. Name of a person who is authorized to answer questions regarding the firm's proposal.
- B. Year the firm was established and former names of the firm, if applicable.
- C. Name of principals and key personnel in the firm along with a brief biography of each highlighting their experience in providing systems similar in scope to this project.
- D. Supply the name of the person who will serve as the primary contact and/or supervisor of this job along with a brief biography of his/her experience in providing systems similar in scope to this project.
- E. List any certifications or licenses held by the firm's principals or employees related _____.
- F. Provide a summary of the firm's capabilities to provide all services requested in this solicitation.
- G. List a minimum of five (5) large scale events your firm has completed within the past three years. The event referenced should include all services specified in this bid. State event name/venue, date, contact person, and phone number and/or email address of the primary contact. The "WORK HISTORY REFERENCE" form provided in this solicitation may be used for this purpose. The references will be checked by Town staff.
- H. List any additional experience that would make the firm uniquely qualified for this project.
- I. Provide a listing of all personnel who will be assigned to this account and an overview of their qualifications and professional training, including but not limited to, their years of business with your company, their years of business in the industry, and any special certifications or recognitions.
- J. The successful bidder will be required to execute a written contract prepared and approved by the Town Attorney. Any sample vendor contracts may be included with the bid for review by our Town Attorney prior to award of the bid.
- K. **All bidders shall be able to provide a certificate of insurance, upon award of a contract, in the coverage's and limits outlined elsewhere in these specifications. If a bidder cannot provide the insurance as requested in this bid, they should not submit a response as this is a major requirement in the award of a contract. Please indicate if bidder can provide insurance as required in these specifications.**

VIII. Questionnaire -Town of Addison, Texas: Bid 20-220 Street Sweeping Services

A. RonnieKendrix

B. 2004

C. Ian Hall; President - Admin and company director. | Ronnie Kendrix; General Manager - Operation and general contractual director. Mike Tinnell; Supervisor - operational and shift overseer.

D. Ronnie Kendrix; G.M. - 25+ years experience in street sweeping services, directing, overseeing and executing numerous municipal and state road sweeping contracts.

E. N/A

F. We are established for this particular type service, owning 100+ related equipment items between 3 locations in Texas, and having successfully completed hundreds of state and municipal street sweeping contracts. We are proud of our Safety First Culture and sweeping expertise.

G. *See page 27.

H. We have held the Town of Addison contract in past, from 2010 - 2015.

I. Mike Tinnell; Supervisor - 15+ years experience in same service. Current night shift supervisor to oversee primary schedule of this contract. Charlie Littrell; Sweeper Operator - 15+ years experience in same service. Prior knowledge of the Town of Addison contract performance. Freddie Talley; Lead Man - 15+ years experience in same service. Current day shift Lead with prior knowledge of the Town of Addison contract performance. All street sweeper operators employed by Sweeping Services of Texas are Texas Class "B" or "A" CDL holders, extensively trained in the equipment assigned, routine scheduled safety training ongoing, and subject to random drug screening as regulated.

J. Numerous/various municipality contracts currently held by company.

K. Yes, we can provide insurance as required and specified.

IX. GENERAL

- A. Applicable provisions of the following shall be incorporated into the specifications for this project.
1. The Texas Manual on Uniform Traffic Control Devices.
 2. The Texas State Highway Standard Specifications.
 3. Regulations of the Public Works & Engineering Services Department, Town of Addison.
 4. Other federal, state and municipal acts, statutes, rulings, ordinances, decisions and regulations affecting safety and/or street sweeping work.
 5. All subsequent revisions and supplements to the above documents.
- B. The importance the Department attaches to safety and the conduct of safe operations cannot be overemphasized. The Department reserves the right, at its discretion, to disallow payment to the Contractor for any work performed where the proper safety precautions are not being observed.
- C. All equipment used in sweeping operations shall be equipped in accordance with existing state law, and shall be equipped with a flashing light with the following characteristics:
1. Visible for a minimum of one (1) mile.
 2. Flash sixty (60) to ninety (90) times per minute.
 3. Mounted for three hundred sixty (360) degree visibility.
 4. Equipped with an amber lens.
- D. The safety of the public and the convenience of traffic shall be of prime importance. Unless otherwise provided in these specifications, all portions of all streets shall always be kept open to traffic throughout sweeping operations.
- E. Provisions for directing traffic will not be paid for by the Town but shall be considered as subsidiary work to the various bid items for street cleaning and sweeping services.
- F. The Contractor's equipment and personnel shall always move in the same direction as traffic during all cleaning and sweeping operations.

X. BONDING REQUIREMENTS

- A. The successful Contractor shall be required to furnish a Performance Bond acceptable to the Town in an amount of \$50,000.00 for cleaning and sweeping services for the first year of the Contract. The Contractor shall have ten (10) days following notification of contract award from the Town to provide such a bond.

A Performance Bond shall also be required for each subsequent year of the Contract and shall be presented to the Town by the Contractor not later than Sixty (60) days prior to the anniversary date of the Contract. The Performance Bond amount required for each subsequent year of the Contract shall be \$50,000.00 cleaning and sweeping services for that year.

Performance Bonds provided to the Town by the Contractor shall guarantee the performance of the Contractor under the terms and conditions of these specifications and the Contract for services between the parties.

XI. CONTRACT TERM

- A. The Contract begin on or about November 1, 2020 or date of Town Council award, if subsequent thereto.
- B. The term of the Contract shall be for a period of one (1) year with four (4) one (1) year renewal options, if agreeable to both contracting parties.
- C. The contract shall be awarded to the bidder who provides goods or services at the best value to the Town based on the criteria listed in Section VII.B.

XII. QUALIFICATIONS OF CONTRACTORS

- A. Contractors submitting bids certify to the Department that they possess all of the necessary work experience, equipment, facilities and personnel to fulfill their terms of the Contract at the time of bid submission, or that they will have the necessary equipment and personnel and be ready to proceed on the starting date for Period 1 as outlined in Section IV.A. herein.
- B. The Department attaches great importance to the ability of the contractor to complete the work as specified. This concern does not demonstrate a lack of trust or confidence in the Contractor, but rather an acknowledgment of the Department's obligation to the citizens of the Town. In order that this obligation be fulfilled, the requirements listed in Sections V.C. and V.D. herein must be met.
- C. Contractors who submit a bid must also submit a completed Contractors Information Report, included herein as Exhibit A. This report must demonstrate the following:
 - 1. Satisfactory evidence that the Contractor has operated or is operating a municipal street cleaning system of the types and to the extent as outlined in the specifications and that the Contractor has successfully conducted such an operation for a period of not less than three (3) years within the last five (5) years.

2. Satisfactory evidence that the Contractor owns, or has made arrangements to acquire, all the necessary equipment as specified herein, with certification that such equipment is not obligated for other contractual obligations within the scope of the Contractor's prior existing operations.
 3. Satisfactory evidence that the Contractor has adequate financial resources, experienced personnel, proper facilities and an adequate work plan to complete the work as specified.
- D. Contractors who bid must submit Sequence of Work Schedules (hereinafter called "Route Lists") for all scheduled street cleaning. These required Route Lists must provide the following information:
1. A list of the Contractor's proposed cleaning routes for one complete cycle of cleaning, with identification of all streets on each route in sequence.
- E. Failure to provide either a completed Contractors Information Report or Sequence of Work Schedules (Route Lists) with a bid will disqualify any such bid as non-responsive, and therefore such bid will not be considered.
- F. The evaluation of bids and the determination of conformity and acceptability shall be the sole responsibility of the Department. Such determination shall be based upon the information furnished by the Contractor with his (its) bid, as well as other information as may be reasonably available to the Department.
- G. The Town reserves the right to reject all bids, and to award a contract based upon the specifications to the lowest, best or most responsive Contractor.

XIII. VERIFICATION OF WORK

- A. It shall be the responsibility of the Assistant Director for Public Works & Engineering Services (hereinafter called "Manager") to guarantee the execution of the Contract in accordance with the terms and conditions of these specifications. To this end, he (she) may designate who shall be responsible for the inspection and monitoring of the work performed under the Contract.
- B. With submission of a bid for the Contract, each bidder shall submit Route Lists for all scheduled cleaning routes. The Routes Lists will be reviewed for accuracy and efficiency by the Superintendent and/or his (her) designated representatives prior to award of the Contract.

Within ten (10) days following the approval of the Route Lists and an award of the Contract, the successful Contractor shall meet with the Manager and his (her) representatives to review the Contract and make any necessary changes to the Contractor's Route Lists and/or Contractor's Work Plan.

Prior to commencing the sweeping and cleaning work all Route Lists shall be updated by the Contractor, and thereafter shall become the basis for:

1. Contractor's cleaning routes
2. The Department's inspection of cleaning,
3. The invoicing of cleaning cycles completed, and
4. Payment by the Town for services rendered.

Any subsequent changes or revisions to Route Lists throughout the duration of the Contract must have the prior written consent of the Superintendent, or designated representative.

- C. The Stormwater Division of the Department will monitor the Contractor's performance daily. All streets cleaned by the Contractor must present an appearance which is completely satisfactory to the monitoring inspector, and within the cleanliness guidelines of the Department.

Any deficiency in the Contractor's performance shall be reported in writing or verbally to the Contractor within twelve (12) hours after completion of work, and all such deficiencies shall be corrected by the Contractor no later than twenty-four (24) hours following receipt of such notice.

The monitoring inspector shall maintain a daily log of the Contractor's completed work and will verify completion of the Contractor's work with the Contractor once per week.

- D. In the event a street rehabilitation or improvement project is under construction or will be under construction where street cleaning is scheduled, that portion of the cleaning cycle will be deleted from the appropriate Route List at the direction of the Manager or his (her) representative. Each of the sections of streets deleted shall be re-entered at the first scheduled cleaning cycle following completion of the rehabilitation.

Prior to re-entering any such street section into the cycle, a field inspection shall be made by the Department Inspector and the Contractor's representative to determine what, if any, street cleaning will be required by others, including the rehabilitation contractor. In no event will the Contractor be allowed additional compensation by the Department for the initial cleaning of a re-entered street section following rehabilitation or construction.

- E. In addition to the stated procedure for verification of work performed as described herein, the Contractor shall lend whatever necessary assistance the Department may request with respect to verification of work performed.

XIV. FAILURE TO COMPLETE WORK

- A. It is essential to complete all cleaning cycles within the time limits specified. Failure to complete cleaning of less than ninety percent (90%) of the total scheduled curb miles during any cleaning cycle shall result in a penalty of \$25.00 per curb mile for each curb mile not cleaned. Such penalty shall be deducted by the Town from the amount due the Contractor for the period of cleaning during which the deficiency occurs.
- B. If the work done under this Contract is abandoned by the Contractor, or if the Contract is assigned without the written consent of the Town; or if the Contractor is adjudged bankrupt; or if a general assignment of the Contractor's assets is made for the benefit of his (its) creditors; or if a receiver is appointed for the Contractor or any of his (its) property; or if the work required under this Contract is being unnecessarily delayed; or if

the Contractor is violating any of the material conditions of the Contract, or is executing same in bad faith or otherwise not in accordance with the terms of said Contract; then, in event any of the foregoing occurs, the Town may serve written notice upon the Contractor and his (its) surety of the Town's intention to terminate the Contract.

Unless within ten (10) days after the serving of such notice a satisfactory arrangement is made for continuance, the Contractor shall be deemed in default and the Contract shall be automatically terminated. In this event, the Town may take over and prosecute the work to completion, by Contract or otherwise. If at fault, the Contractor and his (its) surety shall be liable to the Town for all damages, as well as excess cost sustained by the Town, by reason of prosecution and completion of the required work by the Town. Time is of the essence as to any action performed by the Contractor to correct the conditions as set forth herein.

It is agreed that in the event the Contractor is adjudged bankrupt, or a receiver is appointed, or a general assignment for the benefit of the Contractor's creditors is made, or the Contractor is proven insolvent or fails in business, this Contract shall not be an asset of the Contractor.

XV. OFFICIAL NOTIFICATION CONTACTS

- A. By his acceptance of the Contract, the successful Contractor shall warrant that he (it) is familiar with and understands all provisions of the job specifications that are contained herein, and that the contractor shall comply with them.
- B. A Failure by the Contractor to adhere to any specification or general provision of this Contract shall be deemed a material breach.
- C. All dealings, contacts, etc. between the Contractor and the Town shall be directed by the Contractor to:

Todd Weinheimer, Assistant Director for Public Works & Engineering Services
 Public Works and Engineering Services Department
 16801 Westgrove Drive
 Addison, Texas 75001
 (972) 450-2879

- D. All dealings, contacts, etc. between the Town and the Contractor shall be directed by the Town to:

Name/Title: Ronnie Kendrix; General Manager

Department: Operations

Address: 9000 Trinity Blvd.

City/State: Hurst, Texas 76053

Telephone: (817) 268-4100

XVI. WORK REQUIREMENTS

- A. The Contractor shall clean all streets and medians located in the Town as designated on the Bid Schedule.
- B. The cleaning operation shall include, but is not limited to, all sweeping and dumping. The cleaning operation does not include the removal of waste materials in catch basins of storm sewers. The paved horizontal surfaces and perpendicular ends of all raised median tops are to be cleaned, as needed, by the town crews prior to scheduled sweeping.
- C. The Contract begins on agreed upon schedule as set by the Streets and Facilities Manager. All streets listed will be swept as per schedule, set by the Town included with this bid.
- D. The Department may require unscheduled sweeping service a result of accidents, citizen requests, special events, leaf collection, ice events, etc. The Contractor shall comply with all such request. Payment for such unscheduled sweeping service shall be for the time worked at an hourly rate stipulated in the bid for services, plus one (1) hour travel time as payment for travel to and from the point of operation. In no event shall the total payment for each such request be less than four (4) hours.
- E. After a period of ice and or snow the contractor will be responsible for the prompt removal within 24 hours of notification of the sand and or other materials used on the roads. The contractor will be contacted by the contract administrator to schedule the removal of said materials. After the contractor is contacted, they will be required to start the removal process and continue until the job is completed and in a timely manner. The contractor shall continue the clean-up until they have met the Town representative's approval. The sand removal shall include but not be limited to all major intersections, streets with posted stop signs and sanded bridges as well as any sand that is found on their regular route. The contractor will remove all sand leading into and away from sanded areas. The sand removal will include all lanes of traffic, and the entire intersection. The clean-up will also entail the contractor sweeping around all traffic buttons and around any traffic islands as well as any buttoned off areas on the streets.

The sand removal will follow a route designated by the contract administrator. These operations will be charged to the Town at an hourly rate. The contractor will notify the Town representative with a list of all work completed and list them on the bottom of the daily fax sheet or email. The contractor will bill the sand clean-up operations separate from the regularly scheduled sweeping. The payment for the sand removal will be paid ONLY after the complete clean-up is done.
- F. Any new or additional scheduled work to be done, will be done on a curb mile price (line item rate)
- G. We have asked that the contractor give us a line item price for curb mile for additional or new work that we may need to have done. If we schedule the work, we will be charged the curb mile price. If we call in an emergency or an As Soon As Possible job, we will be charged the hourly prices.

XVII. METHOD OF OPERATIONS

- A. All operations described in these specifications shall be conducted by the Contractor's personnel and the expense of all such operations shall be the Contractor's.
1. The Contractor shall provide his (its) own equipment, labor, fuel, safety equipment and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his (its) own equipment and the availability, presence, competence and supervision of his (its) employees.
 2. The Contractor is required to have an experienced and competent supervisor/foreman with each work group at all times. The supervisor/foreman referred to herein may be a working foreman operating a street sweeper.
 3. The Contractor shall perform all hand work required to effectuate an efficient cleaning operation. The Town shall have the right to identify for the Contractor those areas where hand work should be performed.
 4. There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the Contract without the prior written consent of the Department.
- B. For this Contract, the National Weather Service (NWS) shall be the weather forecasting and reporting agency. Forecasts by the NWS shall be deemed to extend only twelve (12) hours into the future.
1. No cleaning operations shall be conducted when there are climatic conditions present or forecast that would make such an operation ineffectual or dangerous, including, but not limited to, heavy rains, ice and sleet.
 2. The Contractor may suspend operations if conditions are such that cleaning operations cannot be carried out in an effective manner. If suspension occurs, the Contractor shall immediately notify the Manager, or the Town of Addison Service Center.
 3. The Manager, or his (her) representative, shall at his (her) discretion have the right to order the suspension of any cleaning operation whenever, in his (her) judgment, any present or impending weather conditions are such that cleaning operations cannot be carried out in an effective manner.
- C. Removal and disposal of debris collected during the cleaning operation shall be the responsibility of the Contractor.
- The Contractor shall comply with all applicable state and local laws and ordinances related to the hauling, handling and disposal of such material.
- D. Water for the Contractor's sweeping equipment shall be provided by the Department. The reporting of water usage shall be outlined in XII.C. herein, and the Contractor shall make whatever arrangements are necessary for the use of hydrants throughout the Contract.

XVIII. EQUIPMENT AND FACILITY

- A. The equipment used for street cleaning shall be of sufficient type, capacity and quantity to safely and efficiently perform the work specified.
- B. Minimum equipment for the Contract shall be the following:
1. Six (6) street sweepers
 2. Dump Trucks - Depending upon the type of sweepers used, the Contractor may require the use of one or more dump trucks. It is the Contractor's responsibility to provide these vehicles in the event his (its) cleaning equipment requires same.
 3. Adequate Support Equipment - Including debris transfer vehicles, pick-up trucks, service trucks, tire trucks and any other item of equipment necessary to provide cleaning services as described in these specifications.
- C. Sweepers used in the cleaning operation may be brush/vacuum, mechanical or regenerative air, or may be a combination of types. The units required may be used, but no older than three (3) years, unless the equipment has been completely rebuilt within one (1) year prior to starting date of the contract.

All street sweepers used must have a minimum capacity of four (4) cubic yards and be equipped with an adequate water system for dust control. All street sweepers must have dual steering and dual brooms.

- D. All equipment, including support equipment, must be equipped with two-way communication designed for commercial use. (CB radios are not acceptable.)
- E. All equipment, including support equipment that will be used by the Contractor must be listed as part of the "Work Plan" in the Contractor's Information Report (Exhibit A). All such equipment is subject to the inspection and approval of the Department. Such approval may require an on-site demonstration of the capability of any proposed sweeping equipment prior to the award of the Contract.
- F. The service facility of the Contractor must be located within a reasonable distance from the site of the proposed work, or at a location satisfactory to the Department. The service facility must be adequate to ensure routine maintenance and the Contractor shall be required to maintain a sufficient supply of brooms and replacement parts to insure continuous cleaning operations.
- G. All vehicles used by the Contractor must be performance worthy by visual and operational inspection. Sweepers must be washed a minimum of once per week.

The Department shall have the option to perform a complete inspection of all vehicles used by the Contractor at any time throughout the term of the Contract. Should any vehicle, when inspected, and in the determination of the Department, not meet the standards that the Department feels necessary to complete the Contract or to operate safely; the Department may require that such a vehicle be brought to standard before being placed back in service.

- A. Payment for street cleaning shall be made by the Contract unit price per curb mile actually cleaned.
- B. Request for partial payment must be made monthly individually for each Section of streets shown on Bid Schedules. All invoices must show the number of curb miles of streets which were swept during the month and street name and direction of traffic flow.
- C. Invoices must be prepared in duplicate, forwarded to the Division Manager for approval and include the following:
 - 1. Cover invoice showing the curb miles cleaned with an extension in dollars at the quoted cost, together with the number of gallons of water used to accomplish such services.
 - 2. A copy of the Route Lists for the invoiced period showing the date each street was cleaned, the total mileage for the period and the initials, and/or signature of both the Contractor's representative and the Department Inspector.
- D. No payment shall be made for any other service, other than the number of curb miles cleaned at the quoted curb mile price, except:
 - 1. In the event the Department shall employ the Contractor at the hourly rate stipulated with his (its) bid, then the Contractor shall be paid upon completion of the work requested, after approval by the Department.
 - 2. Invoicing for such additional hourly work shall be made monthly in the same manner as directed in XII.C.

XX. DESIGNATED STREETS

- A. For the purpose of this contract, curb mileage for streets to be cleaned are listed on the Bid Schedule. The Department makes no representation as to the reliability or accuracy of such figures.
- B. The Department expressly reserves the right to add or to delete from the listing of streets set forth on the Bid Schedule. The Contractor shall honor all such additions or deletions throughout the term of the Contract.
- C. Due to climatic conditions that occasionally exist in the Addison, Texas area, the sanding of roads and highways may be performed by the Town or others. It is not the intent of the Town via these specifications to require the contractor to clean up the sand at the curb mile prices bid herein.
- D. During times of inclement weather when sanding operations have been performed by the Town, clean-up of all sanded bridges and intersections (100 feet in all directions) along with normal sweeping.

REFERENCES

Please list a minimum of five (5) references, other than the Town of Addison, who can verify your performance as a vendor. References shall be from customers for whom your firm has provided the same goods and/or services as those specified in this bid request. Inaccurate, obsolete, or negative responses from the listed references could result in the rejection of your submittal. References will be checked by the Town of Addison. Additional pages may be attached, if needed.

1. Event Name/Location: DFW Inc.
Contact Person and Title: Matt Beard - Director of PIDS
matt@dfwi.org
Dates of Service: 10/01/2016 - Current
Description of Service and/or Products Provided: Street Sweeping Services
2. Event Name/Location: City of Bedford
Contact Person and Title: Jerry Laverty - Street & Drainage Superintendent, (817) 952-2231
Dates of Service: 01/21/2019 - Current
Description of Service and/or Products Provided: Street Sweeping Services
3. Event Name/Location: City of Mansfield
Contact Person and Title: Howard Redfearn - Environmental Mgr. howard.redfearn@mansfield-tx.gov
Dates of Service: 11/01/2019 - Current
Description of Service and/or Products Provided: Street Sweeping Services
4. Event Name/Location: City of Allen
Contact Person and Title: Ronnie Bates - Superintendent of Streets and Drainage (214) 509-3131
Dates of Service: 01/27/2017 - Current
Description of Service and/or Products Provided: Street Sweeping Services
5. Event Name/Location: City of Arlington
Contact Person and Title: Shea Sumner - Operations Supervisor of Stormwater Utilities
shea.sumner@arlingtontx.gov
Dates of Service: 06/2020 - Current
Description of Service and/or Products Provided: Street Sweeping Services

**EXHIBIT A
CONTRACTOR'S INFORMATION REPORT**

The information provided herein is in conjunction with the bid for Street cleaning and sweeping services for the Town of Addison, Texas

Name of Bidder: Sweeping Services of Texas - Operating, LP

Address: 9000 Trinity Blvd.

City/State/ZIP: Hurst, Texas 76053

Contact Name: Ronnie Kendrix

Title: General Manager

Telephone No.: (817) 268-4100

Email Address: rkendrix@wastepartners.com

A. EQUIPMENT AND FACILITIES

1. Is your repair and yard facility at the above address? Yes _____

2. If NO, state the address of your yard facility. _____

3. Complete the following list of sweeping equipment you now own or lease. Indicate owned as (O) and Leased as (L).

Street Sweepers (Please list municipal typemachinesonly)	Year/ Mfg./ Model	Cubic Yd Cap	Type: (O) or (L) (V) Vacuum (M) Mechanical (A) Reg. Air
<u>Elgin Crosswind</u>	<u>2006</u>	<u>6 cy</u>	<u>(O) (A)</u>
<u>Elgin Crosswind</u>	<u>2008</u>	<u>6 cy</u>	<u>(O)(A)</u>
<u>Elgin Eagle</u>	<u>2019</u>	<u>4 cy</u>	<u>(O) (M)</u>
<u>Elgin Eagle</u>	<u>2019</u>	<u>4 cy</u>	<u>(O) (M)</u>
<u>Elgin Eagle</u>	<u>2019</u>	<u>4 cy</u>	<u>(O) (M)</u>
<u>Elgin Eagle</u>	<u>2020</u>	<u>4 cy</u>	<u>(O) (M)</u>

B. FINANCIAL INFORMATION

1. Are current quarterly financial statements available?
 Yes: X _____ No: _____

2. Is a certified public audit available for your company's proceeding fiscal year?
 Yes: X [✓] _____ No: _____

3. Have you or any stockholder of your company ever filed bankruptcy?
 Yes: _____ No: X _____

4. State the name, address and contact officer of your bank.

Rick Rodman @ CrossFirst Bank – 2021 McKinney Ave Ste 800 Dallas, TX 75201

C. MUNICIPAL AND STATE SWEEPING EXPERIENCE

1. List all completed municipal and/or state sweeping contracts your company completed between January 1, 2014 and December 31, 2019.

DATES OF SERVICE

Contracting Entity	From	To	\$ Value of Contract	Date Completed
<u>City of Arlington</u>	<u>05/2018</u>	<u>05/2019</u>	<u>\$255k</u>	<u>05/2019</u>
<u>City of Azle</u>	<u>10/2018</u>	<u>09/2019</u>	<u>\$21k</u>	<u>09/2019</u>
<u>City of Bedford</u>	<u>01/2015</u>	<u>01/2016</u>	<u>\$43k</u>	<u>01/2016</u>
<u>City of Carrollton</u>	<u>05/2017</u>	<u>05/2019</u>	<u>\$237k</u>	<u>05/2019</u>
<u>City of Grand Prairie</u>	<u>05/2014</u>	<u>05/2019</u>	<u>\$300k</u>	<u>05/2019</u>
<u>City of Mansfield</u>	<u>12/2014</u>	<u>12/2019</u>	<u>\$112k</u>	<u>12/2019</u>
<u>City of Midland</u>	<u>03/2019</u>	<u>12/2019</u>	<u>\$120k</u>	<u>12/2019</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

- 2. List all current municipal and/or state sweeping contracts your company is performing at present. If none, enter none.

DATES OF SERVICE

Contracting Entity	From	To	\$ Value of Contract	Date Completed
<u>City of Arlington</u>	<u>05/2020</u>	<u>current</u>	<u>\$255k</u>	<u>N/A</u>
<u>City of Bedford</u>	<u>01/2019</u>	<u>current</u>	<u>\$45k</u>	<u>N/A</u>
<u>City of Grand Prairie</u>	<u>06/2020</u>	<u>current</u>	<u>\$347k</u>	<u>N/A</u>
<u>City of Mansfield</u>	<u>11/2019</u>	<u>Current</u>	<u>\$125k</u>	<u>N/A</u>
<u>City of Richardson</u>	<u>12/2019</u>	<u>current</u>	<u>\$875k</u>	<u>N/A</u>

D. MANAGEMENT PERSONNEL

List the names and a brief description of the street sweeping experience of each of the management personnel of your company. Indicate which members of management will be directly involved with the management and supervision of the Contract.

Name/Description:

Mike Tinnell - Spvsr. - 15+ years experience. Current Spvsr. of numerous municipal & TXDOT contracts.
Will be responsible party for operational shift functions of this contract.

Name/Description:

Marla Benites; Contract Administrator - 6 years experience. Contract admin. for numerous municipal & TXDOT contracts. Will be responsible party for billing and administrative functions.

Name/Description:

Ronnie Kendrix; General Manager - 25+ years experience. Will be direct report for other parties responsible for all aspects of this contract.

E. CONTRACTOR'S WORK PLAN

Describe in detail how your company would perform the sweeping work required by the specifications. Include a description of the function of all proposed equipment and personnel.

The sweeping would be done in accordance with the time parameters set by Town of Addison. Within these
parameters, the section A street list - weekly schedule - to be swept beginning Sunday nights, after 7:00 PM to
completion, or until 5:00 AM, then continuing the next consecutive night, same range of time. Section B street list
- bi-weekly schedule, to be swept in conjunction with section A street list every other Monday night after 7:00 PM
to completion, or until 5:00 AM, then continuing the next consecutive night, same range of time. Section C street
list - to be done once a month in weekday daytime hours, between 9:00 AM to 4:00 PM, in consecutive days until
completion. Section D street list - to be done every other month in weekday daytime hors, between 9:00 AM to
4:00 PM, in consecutive days until completion.

DESIGNATED STREET SECTIONS

For the purpose of this Contract, curb mileage for streets to be cleaned are listed in this section. The Department makes no representation as to the reliability of such figures.

The Department expressly reserves the right to add to or delete from the listing of streets set forth in these specifications. The Contractor shall honor such additions or deletions.

In no event shall the number of curb miles for any Section of streets be increased or decreased by more than 20% of the total curb miles for that Section for the duration of the Contract.

The total mileage for each section of streets is as follows:

SECTION A Streets 52.36 Total lane miles.

SECTION B Streets 14.86 Total lane miles.

SECTION C Streets 40.73 Total lane miles.

SECTION D Streets 12.32* Total lane miles.

* Does **not** include parking lots

SECTION A STREETS

(52 Cycles per year)

<u>STREET NAME</u>	<u>CURB LANES</u>	<u>MEDIAN LANES</u>	<u>INSIDE LANES*</u>	<u>TOTAL LANES</u>
ADDISON RD.	2		2	4
**ARAPAHO RD.	2	2	or 2	4
BELT LINE RD.	2	2		4
VITRUVIAN WAY	2	2		4
DALLAS PKWY	2	2		4
INWOOD RD.	2		2	4
MARSH LANE	2	2		4
MIDWAY RD.	2	2		4
MONTFORT DR.	2	2		4
***SPRING VALLEY RD.	2	2		4

*INSIDE LANES ARE ON FOUR LANE, NON-DIVIDED STREETS, WHERE THE TOWN DESIRES TO SWEEP ALL FOUR LANES.

** ARAPAHO ROAD FROM DALLAS PARKWAY TO ADDISON ROAD HAS CURB AND MEDIAN LANES, FROM ADDISON ROAD TO MARSH LANE, CURB AND INSIDE LANES.

***SPRING VALLEY FROM MIDWAY TO VITRUVIAN WAY THERE ARE CURB AND MEDIAN LANES. FROM VITRUVIAN WAY TO MARSH LANE THERE ARE CURB LANES ONLY.

SECTION B STREETS

(26 Cycles per year)

<u>STREET NAME</u>	<u>CURB LANES</u>	<u>MEDIAN LANES</u>	<u>INSIDE LANES*</u>	<u>TOTAL LANES</u>
Addison Circle	2	2		4
**BELTWAY DR.	2			2
KELLER SPRINGS RD.	2			2
LINDBERG DR.	2			2
QUORUM DR.	2	2		4
SPECTRUM DR.	2			2
WESTGROVE DR.	2			2

* INSIDE LANES ARE ON FOUR LANE, NON-DIVIDED STREETS, WHERE THE TOWN DESIRES TO SWEEP ALL FOUR LANES.

**BELTWAY FROM BELT LINE RD. TO FIRE STATION #2 (3950 BELTWAY) THERE ARE CURB LANES ONLY.

Town of Addison
SECTION C STREETS
 (12 Cycles per year)

<u>STREET NAME</u>	<u>CURB LANES</u>	<u>MEDIAN LANES</u>	<u>INSIDE LANES</u>	<u>TOTAL LANES</u>
AIRPORT PKWY.	2			2
**BELTWAY DR.	2	2		4
BROADWAY ST.	2			2
CELESTIAL RD.	2			2
CELESTIAL PL.	2			2
LAKE FOREST DR.	2			2
SIDNEY DR.	2			2
SOJOURN DR.	2			2
SURVEYOR BLVD. SOUTH OF BELT LINE	2			2
STANFORD CT.	2			2
WINNWOOD RD.	2			2
WOODWAY DR.	2			2
ADDISON PLACE SUBDIVISION	2			2
LES LACS SUBDIVISION & PROTON	2			2
MIDWAY MEADOWS SUBDIVISION	2			2
OAKS NORTH SUBDIVISION	2			2
BELLBROOK ESTATES SUBDIVISION	2			2
ADDISON CIRCLE STREETS	2			2
ASBURY CIRCLE DEVELOPMENT	2			2

**BELTWAY FROM FIRE STATION #2 (3950 BELTWAY DR.) TO MARSH LANE THERE ARE CURB LANES AND MEDIAN LANES.

SECTION D STREETS AND PARKING LOTS

(6 Cycles per year)

<u>STREET NAME</u>	<u>CURB LANES</u>	<u>MEDIAN LANES</u>	<u>INSIDE LANES</u>	<u>TOTAL LANES</u>
EXCEL PARKWAY	2			2
BELLA LANE & PONTE AVE (Including Traffic Circle)	2			2
BILLY MITCHELL DR.	2			2
BUSINESS AVE.	2			2
CENTURION WAY	2			2
COMMERCIAL DR.	2			2
DOOLEY RD.	2			2
GLENN CURTISS	2			2
HOLLY STREET	2			2
KELLWAY CIR.	2			2
LANDMARK BLVD.	2	2	or 2	4
LANDMARK PLACE	2	2		4
LEDGEMONT LANE	2			2
MAGNOLIA STREET	2			2
OAK STREET	2			2
PONTE AVE.	2			2
RATLIFF LN.	2			2
RUNYON RD.	2			2
SUNBELT DR.	2			2
SURVEYOR BLVD. NORTH OF BELT LINE RD.	2			2
WILEY POST RD.	2			2
WRIGHT BROS. DR.	2			2
FINANCE BLDG.	PARKING LOT			
FIRE STATION #1	PARKING LOT			
FIRE STATION #2	PARKING LOT			
POLICE BLDG.	PARKING LOT			
SERVICE CENTER	PARKING LOT			
TOWN HALL	PARKING LOT			
CONFERENCE CENTER	PARKING LOT			

Bid Form for Period One – Street Sweeping Annual Contract – Bid # XX-XX

Company Name: Sweeping Services of Texas - Operating, LP

Mailing Address: 9000 Trinity Blvd., Hurst TX 76053

Phone Number: (817) 268-4100 Fax Number: (817) 268-4101

Print Contact Name: Ronnie Kendrix; General Manager

I have received, read and will abide by all pages of these specifications. I am a legal agent of the above-named company and am fully authorized to sign this bid. Affiant further states that Bidder has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the Town of Addison any money or other things of value, either directly or indirectly, in award of this bid.

Authorized Signature	Print Name and Title	Date
<i>Ronnie Kendrix</i>	Ronnie Kendrix; General Manager	9/29/2020

5.1 SECTION A

52.36 lane/miles X 52 cycles = 2722.72 lane/miles

2722.72 lane/miles X \$ 18.95 per lane/mile = \$ 51,595.54 per yr.

5.2 SECTION B

14.86 lane/miles X 26 cycles = 386.36 lane/miles

386.36 lane/miles X \$ 20.95 per lane/mile = \$ 8,094.24 per yr.

5.3 SECTION C

40.73 lane/miles X 12 months = 488.76 lane/miles

488.76 lane/miles X \$ 23.28 per lane/mile = \$ 11,378.33 per yr.

5.4 SECTION D

12.32 lane/miles X 6 cycles = 73.92 lane/miles

73.92 lane/miles X \$ 24.94 per lane/mile = \$ 1,843.56 per yr.

7 parking lots X 6 cycles = 42 parking lots/yr.

42 parking lots/year X \$ 39.70 per lot = \$ 1,667.40 per yr.

TOTAL SCHEDULED SERVICE \$ 74,579.07 per yr.

HOURLY RATES

Street Sweeper with Operator \$ 175.00

Street Flusher with Operator \$ 175.00

Pickup truck with laborer \$ 75.00

TOWN OF ADDISON TERMS AND CONDITIONS OF BIDDING FOR PAPER BIDS
ONLY

1. **LATE BIDS:** Bid packets received in the Finance Department after submission deadline will be returned unopened and will be considered void and unacceptable. The Town of Addison is not responsible for the lateness of mail carrier, weather conditions, etc.
2. **ALTERING BIDS:** Bid prices cannot be altered or amended after the submission deadline. Any alternation, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
3. **PRESENTATION OF BIDS:** Complete bid packets must be presented to the Finance Department in a sealed envelope. The solicitation number and the name and address of the bidder must be written on the outside of the envelope or package.

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 (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.

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:

BID BOND

Bidder shall submit a bid bond equal to five percent (5%) of the bid price. Failure to submit a bid bond when required may deem the bid non-responsive. Bid Bonds may be submitted electronically with the executed original provided immediately upon request.

PERFORMANCE BOND

STATE OF TEXAS }
COUNTY OF DALLAS }

WHEREAS, _____ as principal ("Contractor") and _____, a corporation organized under the laws of _____ and being duly authorized to do business in the State of Texas, as surety ("Surety")(whether one or more), do hereby expressly acknowledge themselves to be held and bound to pay to the Town of Addison, Texas, a home-rule municipality organized and operating under the Constitution and laws of the State of Texas (the "Town"), its successors and assigns, and to all persons, firms, subcontractors and corporations who may furnish materials or labor under the contract as more fully described below, the sum of _____ Dollars in the lawful currency of the United States of America (\$) for the payment of which Contractor and Surety are liable to the Town, jointly and severally; and

WHEREAS, Contractor has this day entered into a written contract with the Town to build and construct _____

_____ which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, this bond is given pursuant to Chapter 2253 of the Texas Government Code;

NOW, THEREFORE, if Contractor shall well, truly and faithfully perform all of the undertakings, duties, terms, conditions and agreements of the Contract; shall satisfy all claims and demands incurred under the Contract; shall fully indemnify and hold the Town harmless; shall reimburse and repay the Town for any outlay or expense which the Town may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors and corporations who may furnish materials or labor under the Contract, then this obligation shall be void; otherwise to remain in full force and effect. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the _____ day of _____, 2_____.

CONTRACTOR:

SURETY:1

By: _____

By: _____

Title: _____

Title: _____

ACKNOWLEDGMENTS

[Contractor]

STATE OF TEXAS }
COUNTY OF DALLAS }

Before me _____ (insert the name of the officer) on this day _____ personally appeared _____ known to me (or proved to me on the oath of _____) or through _____ (description of identity card or other document) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2_____.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires:_____

[Surety]

STATE OF TEXAS }
COUNTY OF DALLAS }

This instrument was acknowledged before me on the _____ day of _____, 2_____ by _____ who is the _____ of the Surety, on behalf of Surety.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2_____.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires:_____

1 Please see attached contact sheet for Surety and the Texas Department of Insurance.

Payment and Performance Bond Contact Sheet

(1) Claims:

All notices of claims shall be sent to the surety at the following address:

(Name of surety)

(Mailing address)

(Physical address)

(Phone number)

(2) Texas Department of Insurance Contact Number:

The address and contact information of the surety may otherwise be obtained by contacting the Texas Department of Insurance at the following toll free telephone number:

1-800-252-3439.



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/cmbl/cmblhub.html>.

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

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

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

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

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

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

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

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

Signature: 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

Town of Addison
GENERAL TERMS AND CONDITIONS

By submitting an Offer in response to the Solicitation, the Contractor/Seller (hereafter called Seller) agrees the Contract/Purchase Order shall be governed by the following terms and conditions for goods and services.

1 Applicability: These General Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Bid (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"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Seller. No terms and conditions contained in the Seller's Proposal, Invoice or Statement shall modify the Terms and Conditions. If there is a conflict between the Terms and Conditions and Seller's response to the Town's request for bids or proposals documents (including the provisions of the Seller's form of contract/purchase order), the Terms and Conditions will take precedence and control.

2 Official Solicitation Notification: The Town utilizes the following for official notifications of solicitation opportunities: www.bidsync.com and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town for notifications of solicitation opportunities. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Seller's responsibility to verify the validity of all solicitation information received from any source other than the Town. There will be NO COST to the Seller for using BidSync to respond to Town of Addison solicitations.

3 Seller to Package Goods: Seller shall package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase change order number; (c) container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided and agreed to in writing by Buyer. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Town's count or weight shall be final and conclusive on shipments not accompanied by packing list. Unless otherwise stated in the Town's solicitation, all goods will be new, not used, rebuilt, reconditioned or recycled, will be in first class condition, and will be in containers suitable for site.

4 Shipment Under Reservation Prohibited: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

5 Title and Risk of Loss: Title and risk of loss of the goods will not pass to the Town until the Town actually receives, takes possession of, and inspects and accepts the goods at the point or points of delivery.

6 Delivery Terms and Transportation Charges: Goods shall be shipped F.O.B. point of delivery; prices bid and quoted shall be F.O.B. point of delivery, and shall include all freight, delivery and packaging costs. Town shall have the right to designate what method of transportation shall be used to ship the goods. Town assumes and shall have no liability for goods damaged while in transit and or delivered in a damaged condition or that otherwise don't conform to the Terms and Conditions. Seller shall be responsible for and handle all claims with carriers, and in case of damaged or non-conforming goods shall ship replacement goods immediately upon notification by the Town of the same, and the Town may return such damaged or non-conforming goods at Seller's sole cost and expense, including costs and expense for freight, delivery, packaging, and shipping.

7 Right of Inspection and Rejection; Backorders: The Town shall have the right, and expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. Backorders delayed beyond a reasonable period of time, as determined by the Town Purchasing Manager, may be cancelled by the Town without liability of any kind whatsoever, and payment will not be made for such cancellations.

8 Acceptance of Incomplete or Non-Conforming Goods: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming goods, Town prefers to accept such goods, Town may do so. Seller shall pay all claims, costs, losses and damages attributable to Town's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, Town may deduct such amounts as are necessary to compensate Town for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to Town by Seller.

9 Substitution: Every delivery of goods by the Seller must comply with all provisions of this bid including the specifications, delivery schedule, quantity and quality, and the Terms and Conditions. Any delivery which does not conform to the Buyer's requirements shall constitute a breach of contract. Seller does not have authorization to make or tender substitute goods unless it is agreed to in writing by the Buyer and signed by an authorized representative of Buyer.

10 Payment:

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

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

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

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

11 Invoicing: Send ORIGINAL INVOICE to address indicated on the 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.

12 Taxes - Exemption: All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be provided by the Town for the successful Seller

13 Warranty - Price:

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

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

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

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

15 Warranty (goods): If goods are sold and furnished to Seller in connection with these Terms and Conditions, Seller represents and warrants that the goods sold and furnished to the Town will be (i) free from defects in design, manufacture, materials and workmanship, (ii) be of merchantable quality and fit for ordinary use, (iii) be in full conformance with Buyer's specifications, drawings and data, with Seller's samples or models furnished in connection herewith, with Seller's express warranties, and with the terms and conditions of the Town's solicitation, and (iv) conform to all applicable Federal, State, and local laws, ordinances, rules, regulations, codes, and to all applicable standards and industry codes and standards. These warranties are in addition to all others given to the Buyer by the Seller or by law. Seller shall not limit, disclaim, or exclude these warranties or any implied warranties, and any attempt to do so shall render this Contract/Purchase Order voidable at the option of the Buyer, and any such limitations, disclaim, or exclusions shall be void and without force or effect.

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

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

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

16 Warranty (services): If services are provided to Seller in connection with these Terms and Conditions, Seller represents and warrants that all services to be provided to the Town will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of this Contract/Purchase Order, and all applicable Federal, State and local laws, ordinances, rules, regulations and codes. These warranties are in addition to all others given to the Buyer by the Seller or by law. Seller shall not limit, disclaim, or exclude these warranties or any implied warranties, and any attempt to do so shall render this Contract/Purchase Order voidable at the option of the buyer, and any such limitations, disclaim, or exclusions shall be void and without force or effect.

Unless otherwise specified in the Contract/Purchase Order, the warranty period shall be at least one year from the date of final acceptance of the services by the Town. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the Town. All costs incidental to such additional performance shall be borne by the Seller. The Town shall endeavor to give the Seller written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the Town's rights under this section.

If the Seller is unable or unwilling to perform its services in accordance with the above standard as required by the Town, then in addition to any other available remedy, the Town may reduce the amount of services it may be required to purchase under the Contract/Purchase Order from the Seller, and purchase conforming services from other sources. In such event, the Seller shall pay to the Town upon demand the increased cost, if any, incurred by the City to procure such services from another source.

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

18 Default: Seller shall be in default under this Contract/Purchase Order if Seller (a) fails to fully, timely and faithfully perform any of its material obligations under this Contract/Purchase Order (whether or not an obligation is "material" shall be determined by the Town), (b) fails to provide adequate assurance of performance as provided for herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (d) makes a material misrepresentation in Seller's offer or response to Buyer's solicitation, or in any report or deliverable required to be submitted by Seller to the Town.

19 Termination for Cause or Convenience: The Town, at any time, by 30 days written notice to the Seller, has the absolute right to terminate this Contract/Purchase Order, in whole or in part, for cause or for convenience (that is, for any reason or for no reason whatsoever). "Cause" means the Seller's refusal or failure to perform or complete its obligations under this Contract/Purchase Order within the time specified and to the Town's satisfaction, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. If the Town terminates this Contract/Purchase Order for cause, the Seller shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Seller has no further obligation under this Contract/Purchase Order. Upon receipt of a notice of termination, Seller shall promptly cease all further work pursuant to the Contract/Purchase Order, with such exceptions, if any, specified in the notice of termination. Payment shall be made to cover the cost of goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

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

21 **SELLER'S INDEMNITY OBLIGATION; INSURANCE**: See attached Town of Addison minimum requirements.

22 Gratuity: Town may, by written notice to Seller, cancel this Contract/Purchase Order without liability to Town if it is determined by Town that any gratuity, in the form of entertainment, gifts, or otherwise, was offered or given by Seller, or any officer, employee, agent or representative of Seller, to any officer, employee, or representative of Town with a view toward securing a contract or securing favorable treatment with regard to the awarding or amending, or the making or any determinations with respect to the performance of, a contract. In the event this Contract/Purchase Order is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.

23 Notices: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under this Contract/Purchase Order shall be in writing and shall be deemed delivered upon being hand-delivered or upon three (3) business days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices to Seller shall be sent to the address as specified by Seller. Notices to the Town shall be addressed to Town at 5300 Belt Line Road, Dallas, Texas 75254 and marked to the attention of the Town Finance Director.

24 No Warranty By Town Against Infringement: Seller represents and warrants to the Town that: (i) Seller shall provide the Town good and indefeasible title to all goods being sold and/or supplied to the Town, and (ii) such goods in accordance with the specifications in this Contract/Purchase Order will not infringe, directly or indirectly, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of such goods and the Seller does not know of any valid basis for any such claims. The Town's specifications regarding the goods shall in no way diminish Seller's warranties or obligations under this paragraph, and the Town makes no warranty that the production, development, or delivery of goods according to the specifications will not give rise to such a claim or will not will not impact such warranties of Seller, and in no event will Town be liable to Seller, its officers, employees, or agents (together, "Seller Parties") for indemnification or otherwise if Seller Parties or any of them is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will or may result, Seller shall promptly notify Town of that opinion. If Seller in good faith ascertains, prior to production of the goods, that production of the goods according to the specifications will result in infringement or the like, this Contract/Purchase Order will be null and void, and neither Town nor Seller shall have any liability one to the other.

25 Assignment and Successors: The successful Seller shall not assign, transfer, pledge, subcontract, or otherwise convey (collectively, "assign" or "assignment"), in any manner whatsoever, any rights, duties, obligations, or responsibilities of Seller under or in connection with this Contract/Purchase Order, in whole or in part, without the prior written consent of the Town of Addison (and any such assignment without the prior written consent of the Town shall be null and void). Any person or entity to whom Seller assigns any right, duty or obligation shall, as a condition of such assignment, agree to comply with and abide by all

provisions of this Contract/Purchase Order, and Seller shall promptly give the Town a true and correct copy of such agreement.

This Contract/Purchase Order shall be binding upon and inure to the benefit of the City and the Seller and their respective successors and authorized assigns, provided however, that no right or interest in the Contract/Purchase Order shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. This Contract/Purchase Order does not and is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to this Contract/Purchase Order.

26 Waiver; Rights, Remedies: All waivers must be in writing and signed by the waiving party. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

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

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

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

30 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.

31 Interlocal Agreement: Successful bidder (Seller) agrees to extend prices for the goods and/or services to be provided by Seller described in this Contract/Purchase Order 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 by law, including under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful bidder (Seller) may be asked by the Town to provide products/services based upon the bid price to any other participant to a cooperative purchasing agreement, and the Seller agrees to do so (such provision will be pursuant to an agreement between Seller and such other participant, and the Town will have no liability or responsibility in connection therewith).

32 Right to Audit: The city shall have the right to examine and audit after reasonable notice any and all books and records. in any form or format whatsoever (including electronic), of Seller that may relate to this Contract/Purchase Order including, without limitation, the performance of Seller, its employees, agents, and subcontractors. Such books and records will be maintained in accordance with generally accepted accounting principles and shall, upon request and at the Town's request, be made available at a location designated by the Town. Seller shall, except for copying costs, otherwise bear all costs of producing such

records for examination and copying by the Town. Unless otherwise agreed by the Town, such books and records must be made available to the Town within five business days after the Seller's receipt of a written notice from the Town requesting the same. The provisions of this paragraph shall survive the termination of this agreement. Seller shall retain all such books and records for a period of three (3) years after final payment on this Contract/Purchase Order or until all audit and litigation matters that the Town has brought to the attention of the Seller are resolved, whichever is longer. The Seller agrees to refund to the Town any overpayments disclosed by any such audit. The Seller shall include a similar audit right on behalf of the Town in all subcontractor agreements entered into in connection with this Contract/Purchase Order.

33 Correspondence: The Bid number must appear on all correspondence and inquiries pertaining to the Request for Bid or to quotes. The Purchase Order number must appear on all invoices or other correspondence relating to the Contract/Purchase Order.

34 Easement Permission: The contractor shall not enter or use private property except as allowed by easements shown on the contract documents or if the contractor obtains specific written permission from the property owner.

35 Alternates - Samples: If bidding on other than the item solicited by the Town, Seller's bid must identify the item's Trade Name, Manufacturer's Name and/or Catalog Number, and certify the item offered is equivalent to the item solicited by the Town. Descriptive literature must be submitted with alternate brands. Samples shall be furnished free of expense to the Town and if requested, may be returned at bidder's expense.

36 Error - Quantity: Bids must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

37 Acceptance: The right is reserved to the Town to accept or reject all or part of the bid, and to accept the offer considered most advantageous to the Town by line item or total bid.

38 Term Contracts: Except as otherwise provided herein, prices must remain firm for the entire Contract/Purchase Order period, including any periods of extension or renewal. At the time of any renewal or extension of the Contract/Purchase Order, the Town or the Seller may request a price adjustment based upon the economy. All requests for a price adjustment must include detailed documentation and rationale to support the requested adjustment. The party to whom a request for price adjustment is made may, in its sole discretion, accept or reject the request. Any price adjustment must be mutually agreed upon in writing by the parties, and shall be effective for the applicable renewal term.

39 Term Contract Quantities: The quantities (if any) in the request for bid are estimated requirements and the Town reserves the right to increase or decrease the quantities or cancel any item to be furnished. The successful bidder (Seller) shall have no claim against the Town for anticipated profits for quantities diminished or deleted.

40 Term Contract Shipments: The Seller will make shipments under this Contract/Purchase Order only when requested and only in the quantities requested. Seller shall comply with minimum shipments or standard packaging requirements (if any) included in the Contract/Purchase Order.

41 Contract Renewal Options: In the event a clause for option to renew for an additional period is included in the request for bid, all renewals will be based solely upon the option and agreement between the Town and the Seller. Either party dissenting will terminate the Contract/Purchase Order in accordance with its initial specified term.

42 Electronic Signature – Uniform Electronic Transactions 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.

43 Funding Out Clause: This Contract/Purchase Order 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 Contract/Purchase Order; (2) funds for this Contract/Purchase Order are not appropriated and/or budgeted by the City Council of the Town; and (3) funds for this Contract/Purchase Order that are or were to be provided by grant or through a third party are withheld, denied or are otherwise not available to the Town.

44 Dispute Resolution: Pursuant to subchapter I, Chapter 271, Texas Local Government Code, Seller agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Contract/Purchase Order (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 Seller 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 Seller 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 Seller, the Seller 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.

45 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 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 knowingly 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, Seller represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

46 Force Majeure: To the extent either the Town or Seller shall be wholly or partially prevented or delayed from the performance of this Contract/Purchase Order or of any obligation or duty under this Contract/Purchase Order 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.

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

48 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.

49 Applicable Law: This agreement shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted by the State of Texas (excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction), as effective and in force on the date of this Contract/Purchase Order, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive or any other relief from any competent authority as contemplated herein.

50 Venue: This Contract/Purchase Order is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this Contract/Purchase Order shall lie exclusively in Dallas County, Texas. Seller 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.

51 Cost of Response: Any cost incurred by the Seller in responding to the Request for Proposal is the responsibility of the Seller and cannot be charged to the Town.

52 Prohibition Against Personal Interest in Contracts: No Town of Addison officer or 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.

53 Prior or Pending Litigation or Lawsuits: Each Seller 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 Seller or in which the Seller has been judged guilty or liable.

54 Severability: The invalidity, illegality, or unenforceability of any provision of this Contract/Purchase Order shall in no way affect the validity or enforceability of any other portion or provision of this Contract/Purchase Order. Any void or invalid provision shall be deemed severed from this Contract/Purchase Order and the balance of the Contract/Purchase Order shall be construed and enforced as if the Contract/Purchase Order did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract/Purchase Order to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract/Purchase Order from being void should a provision which is the essence of the Contract/Purchase Order be determined to be void.

55 Headings; "Includes": The headings of this Contract/Purchase Order are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof. The words "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

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

57 Response Contractual Obligation; Waiver: This response, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Seller and the Town. No different or additional terms will become part of this Contract/Purchase Order except as properly executed in an addendum or change order. **By submitting a bid, Seller waives any claim it has or may have against the Town, its officials, officers, employees, and agents, arising out of or in connection with the administration, evaluation, or recommendation of any bid, acceptance or rejection of any bid, and the award of a contract.**

58 No Waiver of Immunity. Notwithstanding any other of this Contract/Purchase Order, nothing in this Contract/Purchase Order shall or may be deemed to be, or shall or may be construed to be, a waiver or

relinquishment of any immunity, defense, or tort limitation to which the Town, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

9 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.

Question and Answers for Bid #20-220 - Street Sweeping Services

Overall Bid Questions

There are no questions associated with this bid.

QuestionDeadline:Sep24,20202:00:00PMCDT