

## **Solicitation 22-83**

### **Parking Services for Addison Special Events**

**Bid Designation: Public**



**Town of Addison**

# Bid 22-83 Parking Services for Addison Special Events

Bid Number **22-83**  
 Bid Title **Parking Services for Addison Special Events**

Bid Start Date **Feb 14, 2022 9:34:16 AM CST**  
 Bid End Date **Mar 1, 2022 2:00:00 PM CST**  
 Question & Answer End Date **Feb 25, 2022 8:00:00 AM CST**

Bid Contact **Wil Newcomer**  
**Purchasing Manager**

Bid Contact **Diana Munoz**  
**Purchasing Specialist**

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**Addendum # 1**

New Documents **22-83 Parking Table.xlsx**  
**Information\_and\_Instruction\_Form.doc**

**Changes were made to the following items:**  
 Parking Services for Addison Special Events

**Description**

**\*\*NO FAX OR EMAIL SUBMITTALS ACCEPTED.**

**Added on Feb 18, 2022:**

**\*\*Adding two (2) documents:**

1. Excel spreadsheet with Parking Table
2. Information and Instructions doc in Word

**\*\*Both documents are added for the convenience only. Accuracy of each document is the responsibility of the submitting entity.**

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**Addendum # 1**



## REQUEST FOR PROPOSAL

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

Bid No: 22-83

Bid Name: Parking Services for Addison Events

Bid Closing: March 1, 2022 @ 2:00pm Local Time  
Town of Addison  
Finance Department  
5350 Belt Line Rd.  
Dallas, Texas 75254  
**Questions open until 2/25/22 – 8 am**

### OVERVIEW

The Town of Addison is accepting proposals from qualified vendors for parking services at Taste Addison, Addison Kaboom Town!®, Addison Oktoberfest and potentially Addison After Dark.

### BACKGROUND

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

### EVENTS

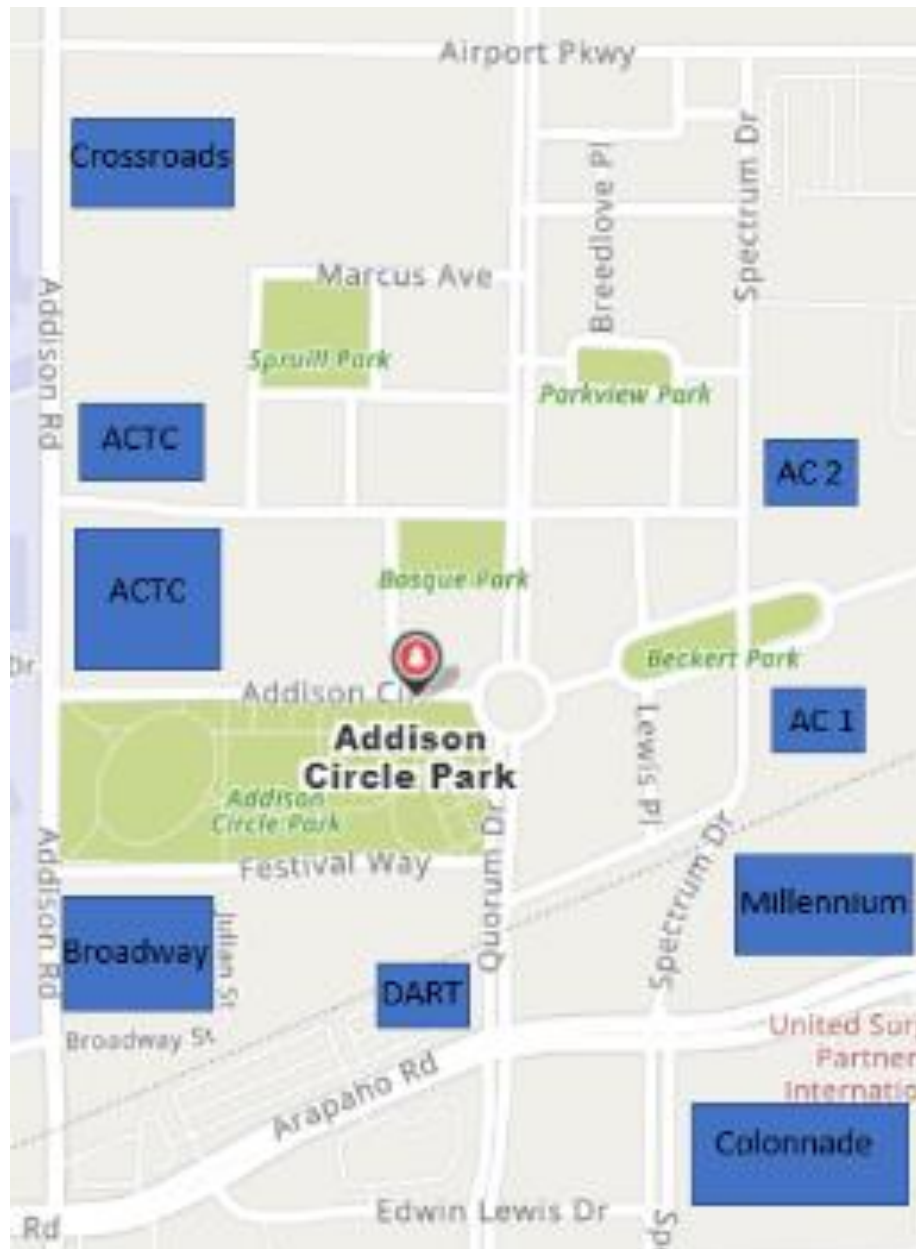
- Taste Addison- [TasteAddisonTexas.com](http://TasteAddisonTexas.com)
  - The original Dallas-Fort Worth food & music festival, Taste Addison features national music artists, top restaurants, family-friendly activities, wine sampling, shopping and more.
  - Occurs the Friday and Saturday following Memorial Day each year.
  - Expected attendance: 18,000
- Addison Kaboom Town!® - [AddisonKaboomTown.com](http://AddisonKaboomTown.com)
  - Rated one of the Top 10 Independence Day fireworks displays by USA Today, Wall Street Journal, CNN and more, the aerial entertainment also features the Addison Airport Airshow. Approximately 500,000 head to Addison each year to enjoy the show, including thousands who celebrate at the official watch party in Addison Circle Park.
  - Occurs July 3<sup>rd</sup> each year.
  - Expected attendance: 18,000
- Addison Oktoberfest – [AddisonOktoberfest.com](http://AddisonOktoberfest.com)
  - This authentic recreation of Munich Oktoberfest celebrates German food, music and culture with multiple music stages, interactive games, family-friendly activities, the classic Dachshund Dash, delicious food, and great German bier.
  - Occurs the third Thursday – Sunday of September each year.
  - Expected attendance: 43,000
- Addison After Dark – [AddisonAfterDark.com](http://AddisonAfterDark.com)

- This popular entertainment series features free admission and uniquely themed content each month, with live music, activities, food and beverage designed around themes such as Fiesta Noche, Pints & Pups, and Harvest Hootenanny.
- Occurs the third Saturday April – November (excluding September) each year.
- Expected attendance: 7,000 (1,000/month)

**SCOPE OF WORK**

The Town of Addison hosts several festivals and events throughout the year. The Town is seeking a vendor to provide parking services for the events. Vendor will be responsible for the Broadway vendor parking lot, Addison Conference and Theatre Center parking lot with adjacent parking, the gravel Crossroads parking lot, Millennium parking garage, Colonnade parking garage, Addison Circle 1 parking garage, Addison Circle 2 parking garage and the DART parking lot. Employees will allow authorized vehicles with proper identification into vendor and staff parking lots, while assisting event patrons into the free public parking garages and the DART parking lot reserved for handicap accessible parking. Employees are responsible for select access points throughout the venue which may include entry and exit points for patrons, staff, vendors, entertainers, etc. Employees will allow entrance into areas for vendors and staff with proper identification. The following is estimated staffing and hours needed. Addison reserves the right to require more or less equipment/staff than the specified quantities listed in each section. The Contractor will provide a line-item invoice to Addison for the actual amount used per event.

Parking Map:



Fee Structure:

<b>TASTE ADDISON NEEDS</b>					
<b>Description</b>	<b>Estimated Qty</b>	<b>Estimated Hours</b>	<b>Price Per Hour</b>	<b>Flat Fee</b>	<b>Date</b>
Set Up	1	2			6/3/2022
Traffic Manager	1	11			6/3/2022
Attendants	27	9			6/3/2022
Traffic Manager	1	16			6/4/2022
Attendants	37	11			6/4/2022
FICA/WC/Insurance Fee					
Management Fee					
Fuel Surcharge					

<b>KABOOM NEEDS</b>					
<b>Description</b>	<b>Estimated Qty</b>	<b>Estimated Hours</b>	<b>Price Per Hour</b>	<b>Flat Fee</b>	<b>Date</b>
Set Up	1	2			7/1/2022
Traffic Manager	1	20			7/3/2022
Attendants	30	12			7/3/2022
FICA/WC/Insurance Fee					
Management Fee					
Fuel Surcharge					

<b>OKTOBERFEST NEEDS</b>					
<b>Description</b>	<b>Estimated Qty</b>	<b>Estimated Hours</b>	<b>Price Per Hour</b>	<b>Flat Fee</b>	<b>Date</b>
Set Up	1	10			9/15/2022
Traffic Manager	1	10			9/15/2022
Attendants	22	10			9/15/2022
Traffic Manager	1	11			9/16/2022
Attendants	25	10			9/16/2022
Traffic Manager	1	17			9/17/2022
Attendants	25	13			9/17/2022
Traffic Manager	1	12			9/18/2022
Attendants	16	9			9/18/2022
FICA/WC/Insurance Fee					
Management Fee					
Fuel Surcharge					

**AFTER DARK (AS NEEDED)** 3rd Saturday's April-November

(excluding September)					
Description	Estimated Qty	Estimated Hours	Price Per Hour	Flat Fee	Date
Set Up	1	2			
Traffic Manager	1	4			
Attendants	4	4			
FICA/WC/Insurance Fee					
Management Fee					
Fuel Surcharge					

1. Execution

- a. Pending the size of the festival, vendor will have a maximum of four days to set up for the event and three days to tear down, unless approval has been granted by the site coordinator.
- b. All equipment and staff should be ready and set within adequate time prior to the opening of the event. Set-up times will vary depending on the event and a set-up schedule will be communicated by the event coordinator.
- c. The Town of Addison will pay for actual hours worked. A copy of all timesheets for the Parking personnel shall be sent with the invoice. Vendor must obtain written permission from the Town of Addison event site coordinator to exceed the actual number of hours worked that are stated in this bid.

2. Staffing

- a. All services provided shall be done in a courteous and orderly manner with a minimum of inconvenience to the tenants/residents and owner's representative.
- b. All parking personnel shall be appropriately and neatly dressed, in clearly identifiable uniforms that are the same color, while on the property. Shirts must be worn at all times. Sturdy, safe footwear must also be worn along with safety vests when required.
- c. Vendor representative shall be onsite and available to the event coordinator by cell phone or radio at all times including set up, during the event and tear down.
- d. All parking staff shall have access to a 2-way radio and a traffic safety baton while onsite.

3. Post Event

- a. Vendor is required to send the event coordinator a post event report with the final invoice. Post event report should include, but not limited to, what time the parking lots reached maximum capacity, any issues with the parking area infrastructure, any issues with festival vendors or contractors, traffic issues, etc.

**QUESTIONS**

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

**RIGHT TO MODIFY OR WITHDRAW**

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

**SUBMISSION OF PROPOSALS**

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

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

Proposals should be labeled: "RFP#22-83 Parking Services for Addison Special Events"

**Proposals will be accepted until 2:00 P.M. on Tuesday, March 1, 2022.**

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

### **OBJECTIVE OF RFP**

The purpose of the RFP is to select a vendor for Parking Services at Addison events, including but not limited to all personnel and equipment. It is the Town's intent to engage one vendor to perform these functions.

### **CRITERIA FOR EVALUATION OF RESPONSES**

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

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

- The successful vendor shall have verifiable experience in providing same or similar scope of work and performance for events with crowds of 10,000 or more.
- The successful vendor must have the necessary experience, staffing, and organization to ensure satisfactory performance.
- The successful vendor must have equipment and personnel to properly conduct parking services in a safe manner.

### **RFP EVALUATION PROCESS**

Responses will be evaluated using the following weighted criteria:

- 1) **Qualifications and Experience**  
The vendor's ability to execute the services requested as indicated in the scope of work, including staffing and equipment, will be evaluated and assigned up to **forty (40) points**.
- 2) **Cost**  
The lowest fee will be awarded **thirty-five (35) points**. All other proposals will receive points based on their ratio to the lowest proposal.
- 3) **References**  
A minimum of three (3) organizational references to which the vendor has provided similar levels of service must be provided. At least two (2) of the references must be from separate municipal/government entities. Each reference will be evaluated and assigned up to five (5) points, for a maximum of up to **fifteen (15) points**. Special attention will be given to the scope and quality of services provided to each reference.
- 4) **Staffing**  
Provide photos of staff uniform and equipment used onsite i.e., radios, safety vest, traffic safety baton, etc. Photo's will be awarded **ten (10) points**.

### **VENDOR PROPOSAL EVALUATION MEETINGS**

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

### **AWARD**

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

**CONTRACT TERM**

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

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

**QUALIFICATIONS**

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

1. Table of Contents
2. Cover Letter
3. Organization Overview: Provide an overview of the organization's history, qualifications, and how it is equipped to meet the Town's needs with regard to the scope of work.
4. Organization Experience: Discuss your organization's experience with providing the services required in the scope of work, including similar events/projects completed by your organization within the past five years.
5. Fee Structure: Provide the "price per hour or flat fee" (as applicable) for your services based on the chart in the scope of work section. The Town of Addison is tax exempt.
6. References: A list of at least three (3) organizations to which the vendor has provided similar levels of service must be provided. At least two (2) references must be from a municipal/government entity. Include organization name, address, contact person with telephone and email, name and date of the event, and brief overview of services provided.
7. Staffing: Provide a photo of staff uniform and equipment used onsite i.e., radios, and safety batons.

**APPROXIMATE TIMELINE OF RFP PROCESS**

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

- Release of RFP - Monday, February 14, 2022
- All submissions due by - 2:00 PM Tuesday, March 1, 2022
- Interviews with finalists (if necessary) – Week of March 7, 2022
- Signed Agreement by vendor needed by Friday, March 11, 2022
- Selected vendor will be taken to the City Council Tuesday, March 22, 2022 for consideration and approval.



**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. <b>Workers’ Compensation Employers’ Liability</b> 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	<b><u>TOWN OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. <b>Insurance company must be A-:VII rated or above.</b>
2. <b>Commercial (Public) General Liability</b> 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	<b><u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. <b>Insurance company must be A-:VII rated or above.</b>
3. <b>Business Auto Liability</b> to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<b><u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. <b>Insurance company must be A-:VII-rated or above.</b>

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](mailto:purchasing@addisontx.gov)**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.

- 2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
- 3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
- 4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- 5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

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

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

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

**AGREEMENT**

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

**Project/Bid#** \_\_\_\_\_

**Company:** \_\_\_\_\_

—  
**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Town of Addison

### Indemnification Agreement

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

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

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

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

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

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

Project/Bid#:

Company Name:

Signature:

Date:



### **Interested Parties**

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

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

### **Filing Process**

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

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

Information regarding how to use the filing application will be available on this site by January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), please follow Instructional Video for Business Entities.

## Town of Addison

**REQUEST FOR PROPOSAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

24. TERMINATION FOR CAUSE OR CONVENIENCE: The Town at any time after issuance of this agreement, by 30 days written notice to the Supplier, has the absolute write to terminate this agreement for cause or for convenience (that is, for any reason or no reason whatsoever). "Cause" shall be the Supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. In such case the Supplier shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the Town as of the effective date of the termination.

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

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

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

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

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

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

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

31. NO INDUSTRY DISCRIMINATION. The entity contracting with the Town of Addison does not discriminate against firearm and ammunition industries during the term of the contract. Reference SB 19 as it relates to Chapter 2251 of the Texas Government Code. Discriminating 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 the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.



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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](http://www.bidsync.com) for further information.

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

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

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

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

Town of Addison

5350 Beltline Road

Dallas, TX 75254

Attn: Purchasing Department

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

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

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

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

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

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

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

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

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

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

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

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

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

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

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

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

Signature:   Date:

Title:

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

10/17/17



<b>TASTE ADDISON NEEDS</b>					
<b>Description</b>	<b>Estimated Qty</b>	<b>Estimated Hours</b>	<b>Price Per Hour</b>	<b>Flat Fee</b>	<b>Date</b>
Set Up	1	2			6/3/2022
Traffic Manager	1	11			6/3/2022
Attendants	27	9			6/3/2022
Traffic Manager	1	16			6/4/2022
Attendants	37	11			6/4/2022
FICA/WC/Insurance Fee					
Management Fee					
Fuel Surcharge					

<b>KABOOM NEEDS</b>					
<b>Description</b>	<b>Estimated Qty</b>	<b>Estimated Hours</b>	<b>Price Per Hour</b>	<b>Flat Fee</b>	<b>Date</b>
Set Up	1	2			7/1/2022
Traffic Manager	1	20			7/3/2022
Attendants	30	12			7/3/2022
FICA/WC/Insurance Fee					
Management Fee					
Fuel Surcharge					

<b>OKTOBERFEST NEEDS</b>					
<b>Description</b>	<b>Estimated Qty</b>	<b>Estimated Hours</b>	<b>Price Per Hour</b>	<b>Flat Fee</b>	<b>Date</b>
Set Up	1	10			9/15/2022
Traffic Manager	1	10			9/15/2022
Attendants	22	10			9/15/2022
Traffic Manager	1	11			9/16/2022
Attendants	25	10			9/16/2022
Traffic Manager	1	17			9/17/2022
Attendants	25	13			9/17/2022
Traffic Manager	1	12			9/18/2022
Attendants	16	9			9/18/2022
FICA/WC/Insurance Fee					
Management Fee					
Fuel Surcharge					

<b>AFTER DARK (AS NEEDED) 3rd Saturday's April-November (excluding September)</b>					
<b>Description</b>	<b>Estimated Qty</b>	<b>Estimated Hours</b>	<b>Price Per Hour</b>	<b>Flat Fee</b>	<b>Date</b>
Set Up	1	2			
Traffic Manager	1	4			
Attendants	4	4			
FICA/WC/Insurance Fee					
Management Fee					
Fuel Surcharge					

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Information and Instruction Form

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Phone#:

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Name(s) Title of Authorized Company Officers:

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<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.

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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

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## Question and Answers for Bid #22-83 - Parking Services for Addison Special Events

### Overall Bid Questions

#### Question 1

Can you please send us the "Staffing Table" on page 5 and 6 in EXCEL so we can enter the pricing into your document

Can you please send us the following in WORD so we can complete them on your form.

- a. Contractor Insurance Requirements & Agreement (Page 9-10)
- b. Indemnification Agreement (Page 11-12)
- c. Information and Instruction Form (17-19) (Submitted: Feb 18, 2022 8:52:47 AM CST)

#### Answer

- The Excel spreadsheet will be added as will the Information and Instructions form in Word. The other documents have already been provided in Word. (Answered: Feb 18, 2022 1:34:47 PM CST)

#### Question 2

Who is currently providing this service for the Town of Addison? (Submitted: Feb 18, 2022 8:55:15 AM CST)

#### Answer

- Currently, no one is providing this service to the Town. (Answered: Feb 18, 2022 1:34:47 PM CST)

#### Question 3

There are no lines for equipment rental on the expense table on page 5-6. Does the Town of Addison expect the parking company to provide all the equipment and build it in the hourly rate, provide it for free, or create a line item for this expense on the table? (Submitted: Feb 18, 2022 8:56:03 AM CST)

#### Answer

- In the past, we only needed cones provided. This can be added to (included in) the event management fee. (Answered: Feb 18, 2022 1:34:47 PM CST)