

Solicitation 23-37

Electrical Services for Addison Special Events

Bid Designation: Public



Town of Addison

Bid 23-37

Electrical Services for Addison Special Events

Bid Number	23-37
Bid Title	Electrical Services for Addison Special Events
Bid Start Date	Jan 19, 2023 9:08:22 AM CST
Bid End Date	Feb 9, 2023 2:00:00 PM CST
Question & Answer End Date	Feb 6, 2023 8:00:00 AM CST
Bid Contact	Wil Newcomer Purchasing Manager
Bid Contact	Reyna Marquez Purchasing Specialist

Description

*NO FAX OR EMAIL SUBMITTALS ACCEPTED.

*LATE SUBMITTALS WILL NOT BE ACCEPTED.



INVITATION TO BID

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

Bid No: 23-37
 Bid Name: Electrical Services for Addison Special Events
 Bid Closing: February 9, 2023 @ 2:00pm
 Finance Department
 Town of Addison
 5350 Belt Line
 Dallas, Texas 75254
Questions open until 2/6/2023 – 8 am

OVERVIEW

The Town of Addison is accepting proposals from qualified vendors for temporary electrical services at Taste Addison, Addison Kaboom Town!®, and Addison Oktoberfest including but not limited to all personnel, equipment, installation, set-up, and tear-down.

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. 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.

EVENTS

- Taste Addison- TasteAddisonTexas.com
 - 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: 15,000
- Addison Kaboom Town!® - 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 3rd each year.
 - Expected park attendance: 15,000
- Addison Oktoberfest – 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 beer.
 - Occurs the third Thursday – Sunday of September each year.
 - Expected attendance: 43,000

SCOPE OF WORK

The Town of Addison wishes to contract with one company to provide temporary electrical services for Taste Addison, Addison Kaboom Town!®, and Addison Oktoberfest including but not limited to all personnel, equipment, and set-up/tear-down. The Town has outlined its requirements below. Vendor must provide equal or better services. Proposals must include a detailed list of all equipment to be provided for each event. Event location has power but does not meet the required needs. We are seeking a vendor to supplement those needs. Addison reserves the right to procure more than or less than the specified quantities listed in each section. The vendor will provide a line item invoice to Addison for the actual amount used per event.

General Setup Provisions: All equipment must be in good condition free of excessive wear and tear with an overall professional appearance. All events will need to have power distribution to arts & craft booths, food & beverage booths, sponsor booths, beverage booths, and ATMs.

Light towers

Electrical vendor shall supply self-generated portable tower flood light units with four lights per unit. These tower floodlight units shall be like new in appearance and emit minimal fumes, and noise. In the presence of a Town of Addison representative, all units shall be tested upon arrival for proper working condition and to ensure that all bulbs are in working order. Any malfunctions must be corrected prior to the opening of each event, or a functioning replacement unit must be provided. Vendor is also responsible for placing and erecting the units at the sites designated by a Town of Addison representative prior to opening on the first day of any event. Cost for these light units shall be included in the base bid.

Generators

Generators are to be used for events, they shall be hush power type with the capacity to supply the necessary power that meets or exceeds the power requirements. Generators should be used only if the event power requirements exceed the permanent electricity within Addison Circle Park. Vendor shall have backup generators on-site and immediately available in case of an emergency. Generators shall be filled with fuel prior to opening on each day of any event.

Golf Carts

Golf cart(s) are to be used to improve the scope of work efficiency. Vendor will maintain golf cart(s) during the event and set-up periods. This includes but is not limited to function, maintenance, and fuel. The Town of Addison will not maintain or be responsible in providing.

Boom Lift

Vendor shall use a boom lift of any variety to assist with the competing scope of work. Vendor shall limit time and exposure to grassy areas in the event site to prevent divets and tripping hazards.

Taste Addison – Power distribution to arts and crafts booths, food & beverage booths, sponsor booth, beverage booths, and ATMs. Power to Main Stage with Video Screen and Bowl Stage. Refer to Exhibit A for full details, layout, and an average number of items needing power. The notes column will give full details on specifics.

Addison Kaboom Town!® - Power distribution to the main stage with a video screen, food booths, ticket booths, ATMs, and beverage booths. Refer to Exhibit B for full details, layout, and an average number of items needing power. The notes column will give full details on specifics.

Oktoberfest – Power distribution to artist/marketplace booths, ticket booths, beverage booths, food & beverage, ATMs, and craft & activities. Inside the big tent (Partyhalle) power up the main stage, tent lights, and fans. Refer to Exhibit C for full details, layout, and an average number of items needing power. The notes column will give full details on specifics.

General Personnel Provisions: Vendor shall provide an assigned account representative to handle all pre-event management. Vendor shall provide uniformed and trained personnel to complete full service on-site and during events. Vendor shall be responsible for providing an adequate number of trained and knowledgeable electricians on-site to handle

multiple-repair demands during peak times prior to and during each event. Vendor shall always provide at least two electricians during the event who are capable of working independently. Vendor's electricians shall be able to handle multiple requests and troubleshoot problems in a quick manner. Specific hours for staffing shall be provided at each pre-event vendor meeting, which the vendor is required to attend.

A job supervisor will be required to freely communicate updates and job progress to Addison Event Staff while on-site. Vendor shall have supervisory personnel inspect wiring along with an event site coordinator. Vendors representative shall be on-site as scheduled but generally at least two hours prior to the opening time of the event and be available to the Site Coordinator by cell phone and radio at all times during set-up and during the event. The vendor shall have supervisory personnel inspect equipment along with site coordinator prior to the opening of each event. The vendor representatives shall be stationed at a designated area provided by the Town of Addison for vendors when they are not actively working on the electrical power, air conditioning, or lighting problems.

General Operating Provisions:

- Vendor will have access to house power to assist with power distribution across the event site in addition to generators
- Vendor will have access to event site for adequate set-up time
- Cabling will need ramps over any high-traffic areas
- Entire electrical system will comply with National Electrical Code (NEC) and local code authority
- All work will need to be conducted in a safe and organized manner
- Small area will be allotted to vendor for storage and quick access to equipment/supplies

Budget: Funding is subject to the annual appropriation of funds by the Addison City Council. Pricing and fees should be completed using the fee chart.

Item	Description	Rate
Supplies		
20A/220 Volt Plug/Outlet	Quantity in Exhibits below	
30A/220 Volt Plug/Outlet	Quantity in Exhibits below	
50A/220 Volt Plug/Outlet	Quantity in Exhibits below	
60A/220 Volt Plug/Outlet	Quantity in Exhibits below	
100A/220 Volt Plug/Outlet	Quantity in Exhibits below	
10/5 bulk cable	Include different lengths and rate for each	
12/3 bulk cable	Include different lengths and rate for each	
4/0 bulk cable	Include different lengths and rate for each	
6/5 Bulk cable	Include different lengths and rate for each	
100 amp Rack		
63 amp Rack		
100 amp Load Center		
200 amp Load Center		
63 amp Load Center		
QBS		
Tails		
Cams		
#2 banded		
Clip Lights	Light bulb included	
ADA Ramps	Black / Yellow	
Cable Ramps	Black / Yellow	
Construction String Lights	Cage around each bulb - 100'	

Power for screens	See details in exhibits	
High Bay Lights	Hung from 90Mx30M and 60'x120' Tent - 15' height	
4ft Fluorescent light		
Exit Signs		
Labor		
General Labor	Hourly Rate per man hour for any work required but not specified	
Delivery		
Trucking Fees	Delivery of equipment	
Freight Charges	Delivery of equipment	
Environmental Fee		
Third Party Rentals		
Golf Carts	Flatbed golf cart - used for ease of work and efficiency	
Boom Lifts	Any variety	
400 kW Generators		
150 kW Generators		
100 kW Generators		
60 kW Generators		
30kW Generators		
Light Towers		
2-ton spike cooler		
40-ton of air conditioning unit		
Misc		
Environmental Fee		
Fuel Surcharge		
Travel Fee		

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 Electrical Services for Addison Special Events.

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# 23-37 Electrical Services for Addison Special Events"

Proposals will be accepted until 2pm on Thursday, February 9, 2023.

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 qualified vendor for temporary electrical services at Taste Addison, Addison Kaboom Town!®, and Addison Oktoberfest including but not limited to all personnel, equipment, installation, set-up, and tear-down.

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 the same or similar scope of work and performance for large outdoor festivals.
- The successful vendor shall have experience providing and has access to various inventory required for the scope of work.
- The successful vendor shall have experience working with a municipality and have a clear understanding of the budget needs and expectations set forth in the Bid.
- The successful vendor shall have experience with larger operations and the effects of delays.

RFP EVALUATION PROCESS

Responses will be evaluated using the following weighted criteria:

1) References

A minimum of three (3) organizational references to which the vendor has provided similar levels of service must be provided. At least one (1) 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.

- 2) **Qualifications and Experience**
The vendor's ability to produce the services requested as indicated in the scope of work, including staffing, and equipment will be evaluated and assigned up to **forty (40) points**.
- 3) **Access to Equipment**
Vendor must own or provide proof of access to the required staging and equipment for each event listed. Evaluation of the vendor's access to the necessary equipment will be awarded up to **ten (10) points**.
- 4) **Pricing and Fees**
The lowest fee will be awarded **thirty-five (35) points**. All other proposals will receive points based on their ratio to the lowest proposal.

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 up to three (3) subsequent one (1) year renewals. Price increases will be annually at a rate of 2%.

The contents of the proposal by the successful agency shall become contractual obligations if a contract ensues. Failure of the successful vendor 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, number of employees 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. Include years in the event industry, years of experience within the staff, and projects with similar scope of work within the past five years.
5. Quote detailing equipment to be provided for each event including total cost estimate. The Town of Addison is tax exempt.
6. Pricing Page: Bid pricing shall be provided in a lump sum and must include all costs associated with electrical services for the proposed events referenced in the Scope of Work sections of the RFP. Costs shall include, but shall not be limited to, the cost of equipment, staffing, fees, and insurance. The Town of Addison is tax exempt.
7. References: A list of three (3) organizational references to which the vendor has provided similar levels of service must be provided. At least one (1) of the three references must be from non-Addison municipal/government entities.

APPROXIMATE TIMELINE OF RFP PROCESS

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

- Release of RFP – Release Thursday, January 19, 2022
- Any questions must be submitted by, Tuesday, February 6, 2023
- All submissions due by – 2pm Thursday, February 9, 2023
- Interviews with finalists (if necessary) – TBD
- Selected vendor will be taken to the City Council Tuesday, February 28, 2023 for consideration and approval

TASTE ADDISON

JUNE 3 - 4, 2022

(Subject to Change)

LT 1 @ Crossroads (Gravel Lot)

ALL TENTS MUST BE AT LEAST
15 FEET OFF THE SIDEWALK

- Emergency Services
- ATM
- Restrooms
- Water
- Addison Booth
- Food & Bev
- Sponsor

- LT Light Tower
- SL Space Lighting
- Dumpster

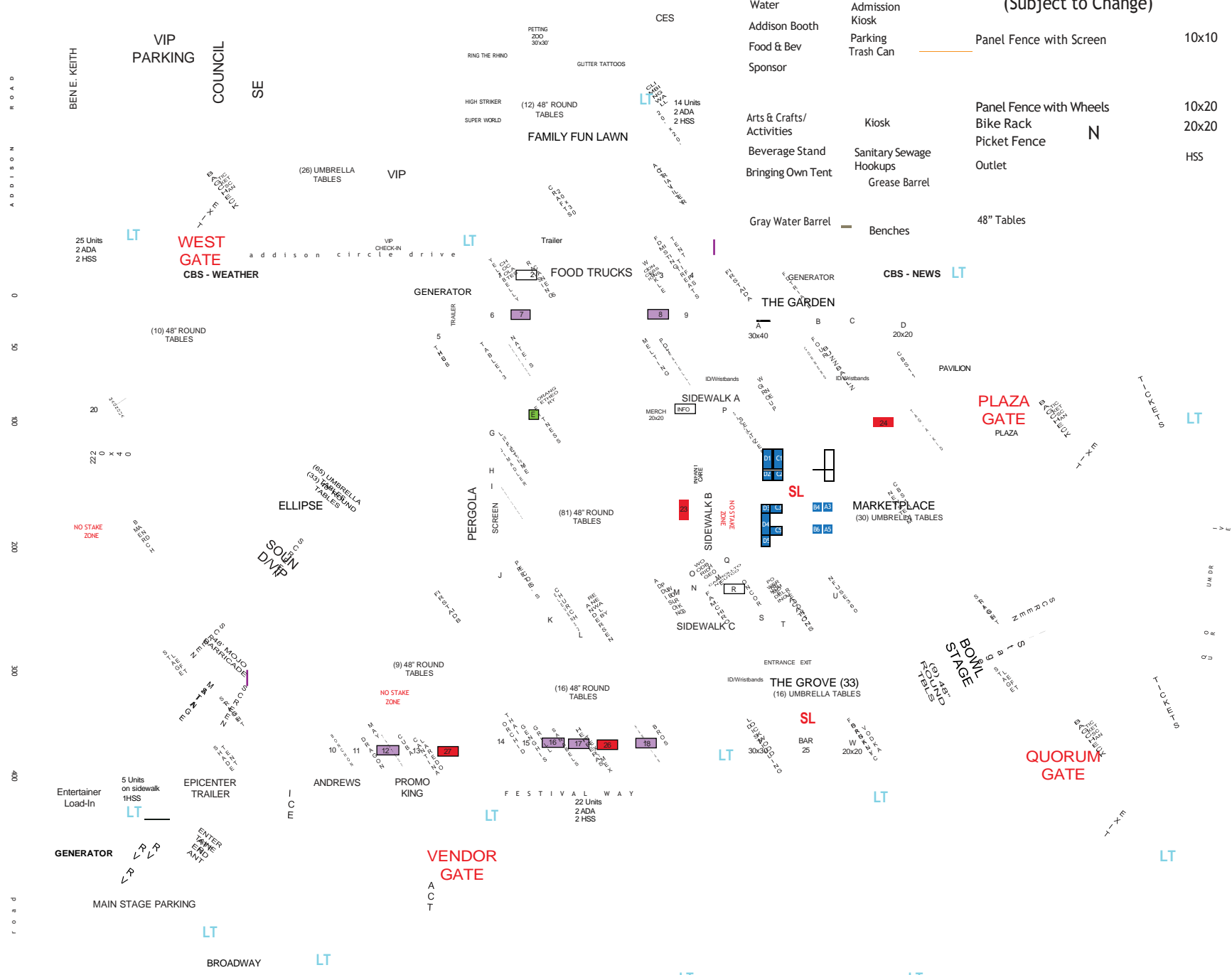
- Arts & Crafts/ Activities
- Beverage Stand
- Bringing Own Tent
- Gray Water Barrel
- Kiosk
- Sanitary Sewage Hookups
- Grease Barrel
- Benches

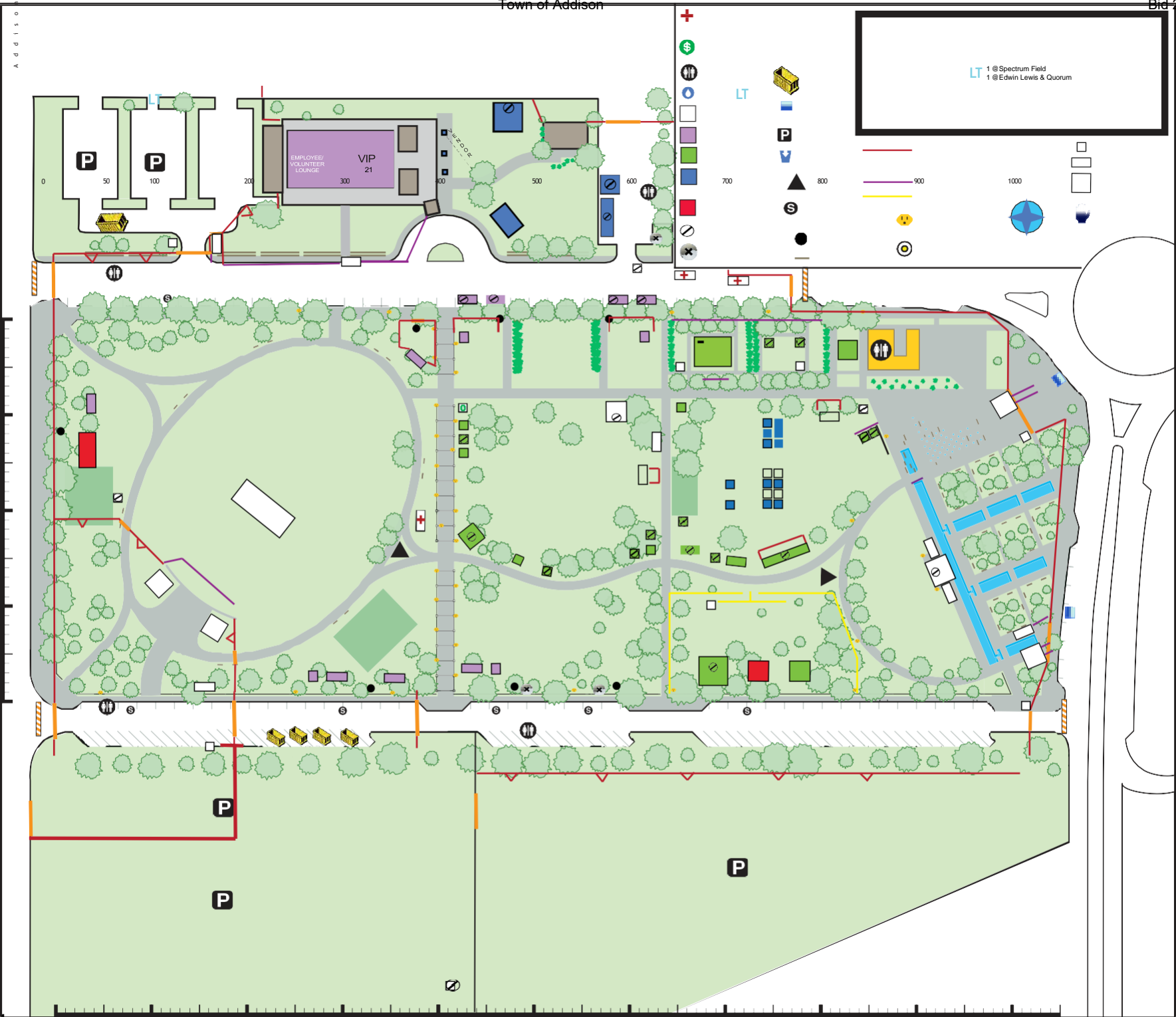
Panel Fence with Screen 10x10

Panel Fence with Wheels 10x20
Bike Rack 20x20
Picket Fence N

Outlet HSS

48" Tables





2022 TASTE ADDISON RENTALS											
LOCATION	DESCRIPTION	Clip Lights	Light Towers	20A/ 120V	30A/ 120V	30A/ 220V	50A/ 220V	60A/ 220V	100A/ 220V	2-Ton AC Unit	Notes3
TOTAL		176	18	238	4	7	9	1	2	2	
FOOD & BEV											
1	Yelibelly						2				
2	Raising Cane's								1		
3	Winkle Concessions								1		
4	Tiff's Treats						2				
5	THE HUB / RONS PLACE	2		8		2	2				Dedicated 50amp cocktail trailer dedicated 30amp steam table dedicated 220 margarita machine dedicated 110 for snow cone dedicated 110 warming cabinet
6	Table 13	2		5							
7	Nate's Seafood & Steakhouse, Inc.	2		12							
8	The Melting Pot	2		5							
9	i Fratelli Pizza	1		2				1			
10	Bonchon Korean Fried Chicken	1		2							
11	May Dragon Chinese Restaurant	2		6							
12	The Taste of Cuba	2		5	4						Quad box with dedicated 20 amps
13	Cantina Laredo	2		10		3					
14	Thai Orchid	2		8							
15	Genghis Grill	1		5							
16	Sanabels Mediterranean Grill	2		6							
17	Herrera's Tex-Mex	2		3		1					
18	Hawaiian Bros	2		4		1					
20	Magnolia Smokehouse	2		4							2 quad box with dedicated 20 amps
22 - Red Booth	Beverage Stand	4		4							
23 - Red Booth	Beverage Stand	2		4							
24 - Red Booth	Beverage Stand	2		4							
25 - The Grove	Bar	2		5							
26 - Red Booth	Beverage Stand	2		4							
27 - Red Booth	Beverage Stand	2		4							
ARTS & CRAFTS/ACTIVITIES											
Marketplace	Marketplace	40		40							10x10- 1 clip light & 1 (20A) plug each 10X20 2 clip lights & 2 (20A) plugs each
A1	Inca Wasi Arts and Crafts										
A2	Esculent Soap LLC										
A3	Lone Star Roots										
A4	Rickey's Jerky										
A5	M-Kenya Designs										
A6	Olivers souvenir shop										
B1	Ranch Hand Originals										
B2	Allo Oui Boutique										
B3	Lula Pup Shop										
B4	Pastamore										
B5	MF Fine Art										
B6	EI Arte del Mole										
B7	Ruffcut Woods										
C1	KK Art Creat										
C2	Lavender Princess Collection										
C3	Red River Traders										
C4	Cool Cuttings Design										
C5	CutiCouture Hair Accessories										
C6	Victoria Chefina										
C7	Henry's Daughter Home Decor										
D1	Texas Life Outfitter										
D2	Tiendita de Frida										
D3	Usborne Books & More										
D4	SM Fashions										
D5	Nikkis Popcorn Company										
Family Fun Lawn	Super World Game										
Family Fun Lawn	Striker										
Family Fun Lawn	Ring the Rhino Game										
Family Fun Lawn	Crafts	4		2							Power for lights
Family Fun Lawn	Rock Climbing Wall										
Family Fun Lawn	Petting Zoo	1		2							
Family Fun Lawn	Glitter Tattoos										
SPONSORS											
A	The Wine Group	Sandone		2							Power for string lights
B	Four Corners Brewing Co	1		2							
C	Buzzballz/Southern Champion	4		2							
D	CBS11	4		2							
E	OrangeTheory Fitness DFW	4									
F	Community Beer Co	1		2							

G	Lifetime Windows	1		2							
H	Jim Adler	1		2							
I	got2go2	1		2							
J	Peco Pete's	1		0							2 different circuits
K	Church Eleven32	1									
L	Renewal By Andersen	1		2							
M	Addison Public Works	1		2							
N	Carrollton Family Chiropractic	1		2							
O	Woodbridge Home Solutions	1		2							
P	San Juan Seltzer	1		2							4' wide blow up can
Q	Cutco Cutlery	1		2							
R	ONCOR/ c/o Marketwave	2		2							Bringing 500 lb interactive wall
S	Power Home Remodeling	1		2							
T	Resort Vacations	2		2							
U	Nfuse 360 Marketing	5		6							
V	Lockwood Distilling	2		2							
W	Frankly Organic Vodka	2		2							
ADDISON BOOTHS											
21 - Inside Conf. Centre	VIP										
21 - Inside Conf. Centre	Employee Lounge										
Plaza Gate @ Quorum	Ticket Kiosk										Need power to ticket kiosk. Longer distance than in years past. Will need Cable Ramps
Plaza Gate	Bag Check/Ticket Scanning	Y									Need power for fans
Plaza Gate	Exit	1									
Quorum Gate on Quorum	Ticket Kiosk										Need power to ticket kiosk. Longer distance than in years past. Will need Cable Ramps
Quorum Gate	Bag Check/Ticket Scanning	Y									Need power for fans
Quorum Gate	Bag Check/Ticket Scanning	Y									Need power for fans
Quorum Gate	Exit	1									
West Gate	Bag Check/Ticket Scanning	Y									Need power for fans
West Gate @ Conf. Centre Lot	Exit	1									
Sidewalk A near Pavilion	Tag-A-Kid	2		2							Addison tent, needs lights, Bring City Fan
The Garden	ID/Wristbands	1		2							
The Garden	ID/Wristbands	1		2							
The Grove	ID/Wristbands	1		2							Addison tent, needs lights, and white fencing
Near Info Booth	Merch			4							
Sidewalk A&B	Info	4		4							Power at the front of the tent for iPads
Sidewalk B	Infant Care Lounge	4		2							Power for fans
Sidewalk A & Pergola	ATM	1		2							Power for 2 ATM
PD Storefront	First Aid A	4		4							
PD Storefront	FD Triage	4		2				2			2-ton spike cooler
SE of Ellipse	First Aid B	2		4							Power for fans
Conference Center	VIP Check-In	2		4							Power for fans
Conference Center	VIP Parking										
ENTERTAINMENT											
Bowl Stage	Stage Right	2									Power for fans
Bowl Stage	Stage Left	2									Video Wall
Ellipse	Sound Booth										Video Wall
Main Stage	Stage Left										Video Wall
Main Stage	Stage Right										Video Wall
Behind Main Stage	Shade Tent	4		4							Power for fans
Main Stage	Band Merch	4		2							Addison tent, needs lights
Broadway	(3) RVs							3			(2) Flying Cloud Trailers - 50 amp 120-240 split phase service with standard RV plug. (1) Ameri-Lite Trailer: 268BH, 50 amps
MISC. RENTALS											
	Bowl Stage										
	Marketplace										
The Grove	The Grove										
	48" Round Tables										
NW Lawn	48" Round Tables										Video Wall
Ellipse	Ellipse Area West of Pergola										
	VIP										
Stone Cottage Lawn	Family Fun Lawn										
Festival Way	Trash Compactor										Power for compactor
	Sandone- extra tents										
Behind Stone Cottage	Marquee- extra rentals										
	CES- extra equipment	10		18							
	Extra POS Hardware										
TOTAL		176	18	238	4	7	9	1	2	2	

JULY 3, 2022

(Subject to Change)

- LT 1 @ Crossroads (Gravel Lot)
- LT 2 @ Airport

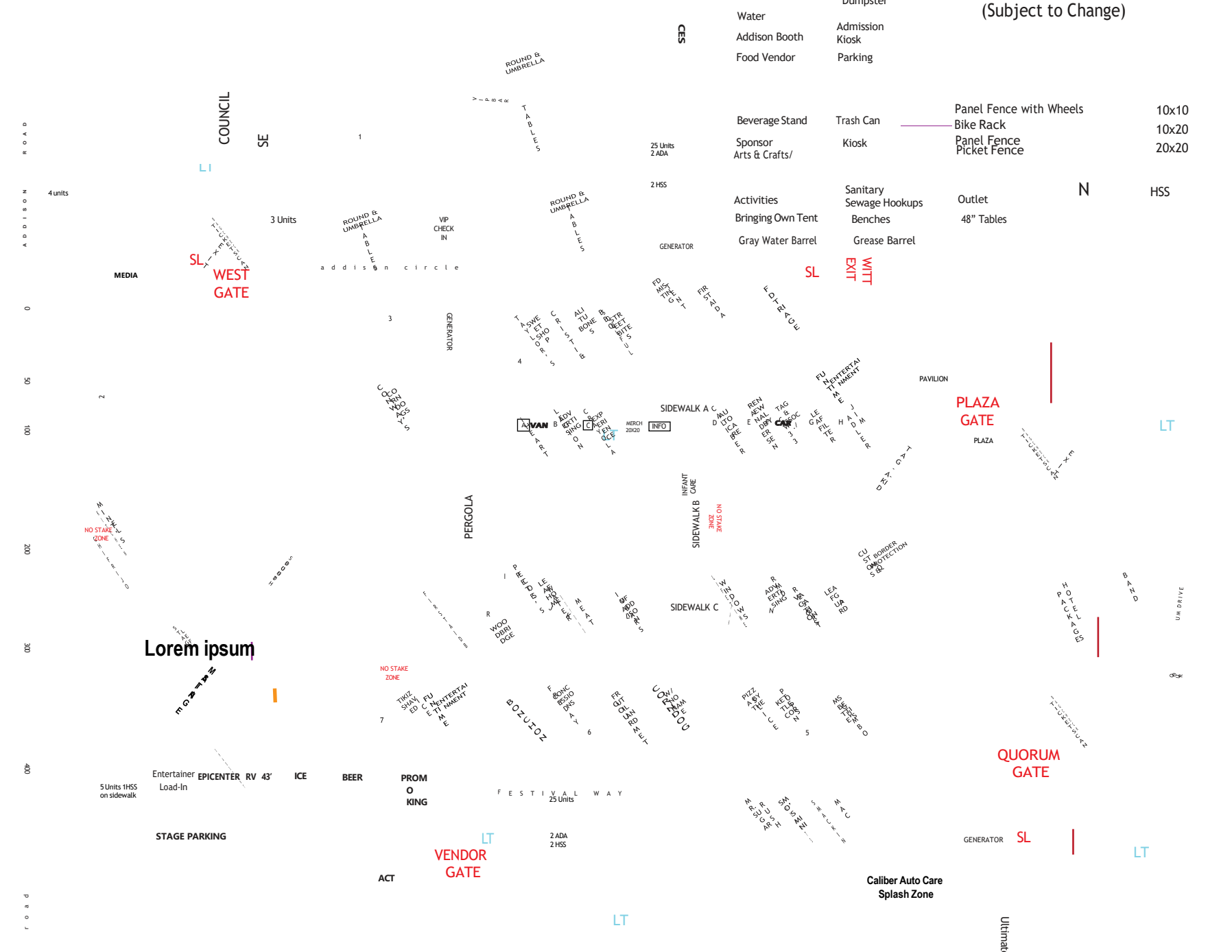
10 units, 1 ADA,
1 trailer @ Airport

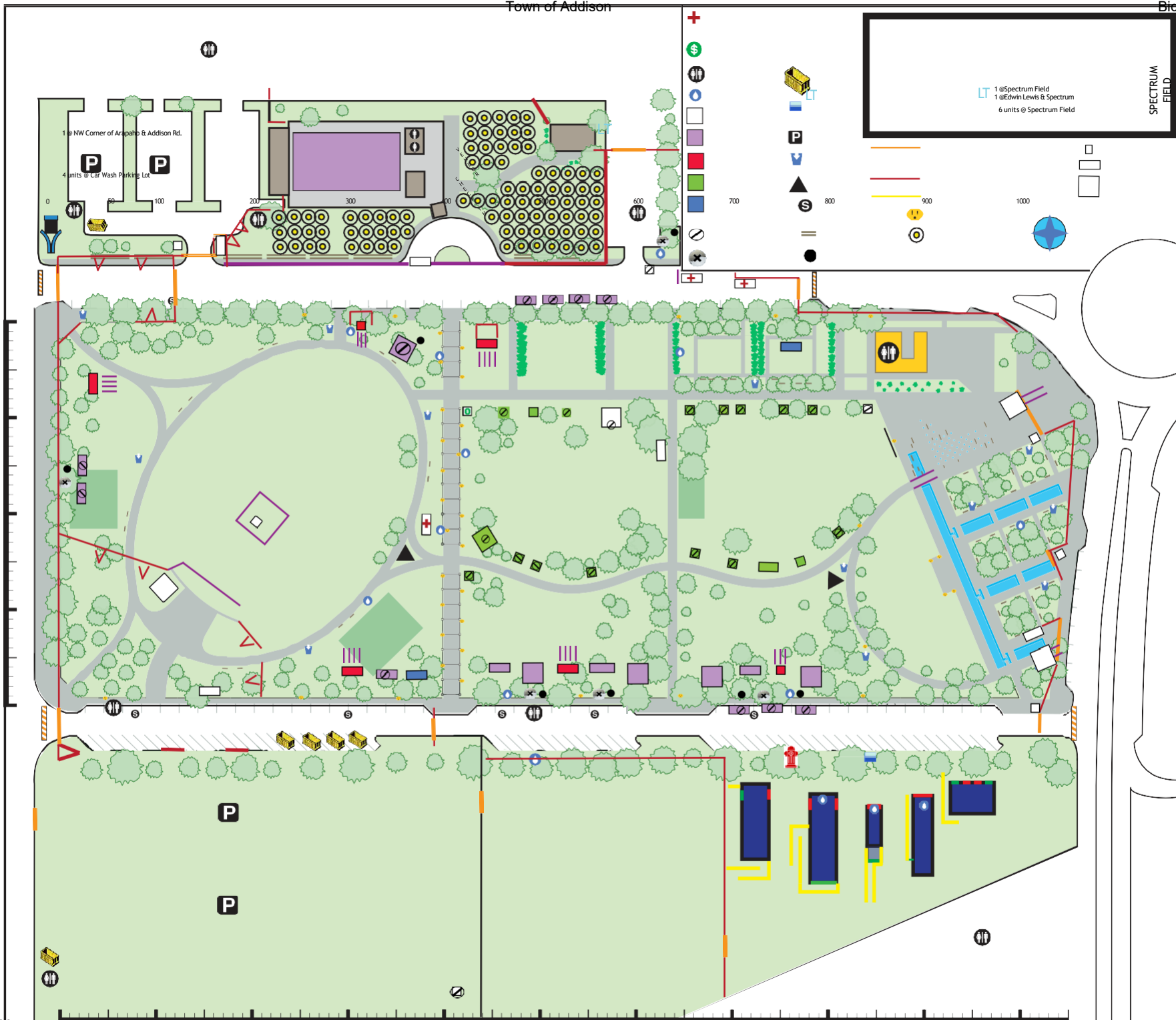
ALL TENTS MUST BE AT LEAST
15 FEET OFF THE SIDEWALK

AMBULANCE @
WATERTOWER

- Emergency Services
- ATM
- Restrooms
- Water
- Addison Booth
- Food Vendor
- LT Light Tower
- SL Space Lighting
- Dumpster
- Admission Kiosk
- Parking

- Beverage Stand
- Sponsor Arts & Crafts/
- Activities
- Bringing Own Tent
- Gray Water Barrel
- Trash Can
- Kiosk
- Sanitary Sewage Hookups
- Benches
- Grease Barrel
- Panel Fence with Wheels
- Bike Rack
- Panel Fence
- Picket Fence
- Outlet
- 48" Tables
- 10x10
- 10x20
- 20x20





2022 KABOOM TOWN RENTAL LIST											
LOCATION	DESCRIPTION	Clip Lights	Light Towers	20A/120V	30A/120V	30A/220V	50A/220V	60A/220V	100A/220V	2-Ton AC Unit	Notes4
TOTAL		74	15	113	2	21	5	1	1	2	
FOOD & BEV											
1 Conf. Centre Walkway	VIP Bar (outdoors) Set up ACTC Bar			1							
2	Margarita Booth (Red)	4		2		5					
3	Beer Booth (Red)	2		2							
4	Margarita Booth (Red)	4		2		5					
5	Beer Booth (Red)	2		2							
6	Margarita Booth (Red)	4		2		5					
7	Margarita Booth (Red)	4		2		5					
Festival Way	Bonchon	1		4							
Festival Way	Fryday Concessions	2		2				1			
Festival Way	Frutiland Gourmet	2		2	2						
Festival Way	Corn Dog with no Name	2		4							
Festival Way	Pizza by the Slice	2		5							
Festival Way	Pop's Kettlecorn	2		2							
Festival Way	Ms Bettie's Gumbo	2		2							
Festival Way	Mr. Sugar Rush										
Festival Way	Smo's Mini Donuts										
Festival Way	Smackin Mac						1				
Addison Circle	Taylor's Sweet Shop			1							
Addison Circle	Cristi & Ali						1				
Addison Circle	Tu Bones BBQ						1				
Addison Circle	Soulful Street Bites			1		1					
NE Corner of Ellipse	Conway's								1		
SE Corner of Ellipse	Tikiz Shaved Ice			1							
West Side of Ellipse	El Chifrijo						1				
West Side of Ellipse	Mint's Kitchen						1				
ARTS & CRAFTS/ACTIVITIES											
Carnival Field	Splash Zone Wristbands			1							Power for ticket kiosk
Front entrance	FunTime Entertainment	1		2							
Ellipse West Side	Fun Time Entertainment	1		2							
SPONSORS											
	Renewal By Andersen			2							
	Resort Vacation	1		2							
	Peco Pete's			2							
	Caliber Auot Care			2							
	Lifetime Windows			2							
	Jim Adler			2							
	IV Bars of Addison			2							
	Southern Recipe			2							
	LeafFilter			2							
	Leaf Home Water Solutioin			2							
	Legion Advertising	1		2							
	Beyond Meat			2							
	Crayola Experince Plano			2							
	LeafGuard	1		2							
	Custom & Border Protection			2							
	CW33 - Tag & Associates	1		2							
	US Marines			2							
ADDISON BOOTHS											
Plaza Gate	Bag Check/Ticket Scanning			2							Power for fans
Plaza Gate	Exit										
Quorum Gate	Bag Check/Ticket Scanning			2							Power for fans
Quorum Gate	Bag Check/Ticket Scanning										
Quorum Gate	Exit										
West Gate	Bag Check/Ticket Scanning										
West Gate @ Conf. Centre Lot	Exit	1		1							
Inside Conf. Centre	Employee Lounge										
Inside Conf. Centre	VIP										
Outside Conference Centre	VIP Area										
Broadway Lot	Vendor Check-in										
Addison Circle	VIP Check In	4		4							
Conference Center	VIP Parking										
Quorum	Hotel Packages	2		2							Power for fans

PD Storefront	First Aid A	4		4							
PD Storefront	FD Triage	4		2						2	
SE of Ellipse	First Aid B	2		4							Power for fans
Front Plaza	Tag-A-Kid	2		2							Addison tent, needs lights, Bring City Fan
Near Info Booth	Merch Tent			4							
Sidewalk B	Infant Care Lounge	4		2							Power for fans
Sidewalk A&B	Info	4		4							
Festival Way	Trash Compactor										Trash Compactor hookup Low voltage
Sidewalk A & Pergola	ATM	1		2							
	ENTERTAINMENT										
Main Stage	Stage Left										
Behind Main Stage	Shade Tent	2		2							Power for fans
Main Stage	Behind Stage										
Middle of Ellipse	Sound Booth										
	MISC. RENTALS										
Behind Stone Cottage	Extra Supplies	5	15								4 cable ramps for media area
	TOTAL	74	15	113	2	21	5	1	1	2	

LT 1 @ Crossroads (Gravel Lot)

ALL TENTS MUST BE AT LEAST
15 FEET OFF THE SIDEWALK

Town of Addison

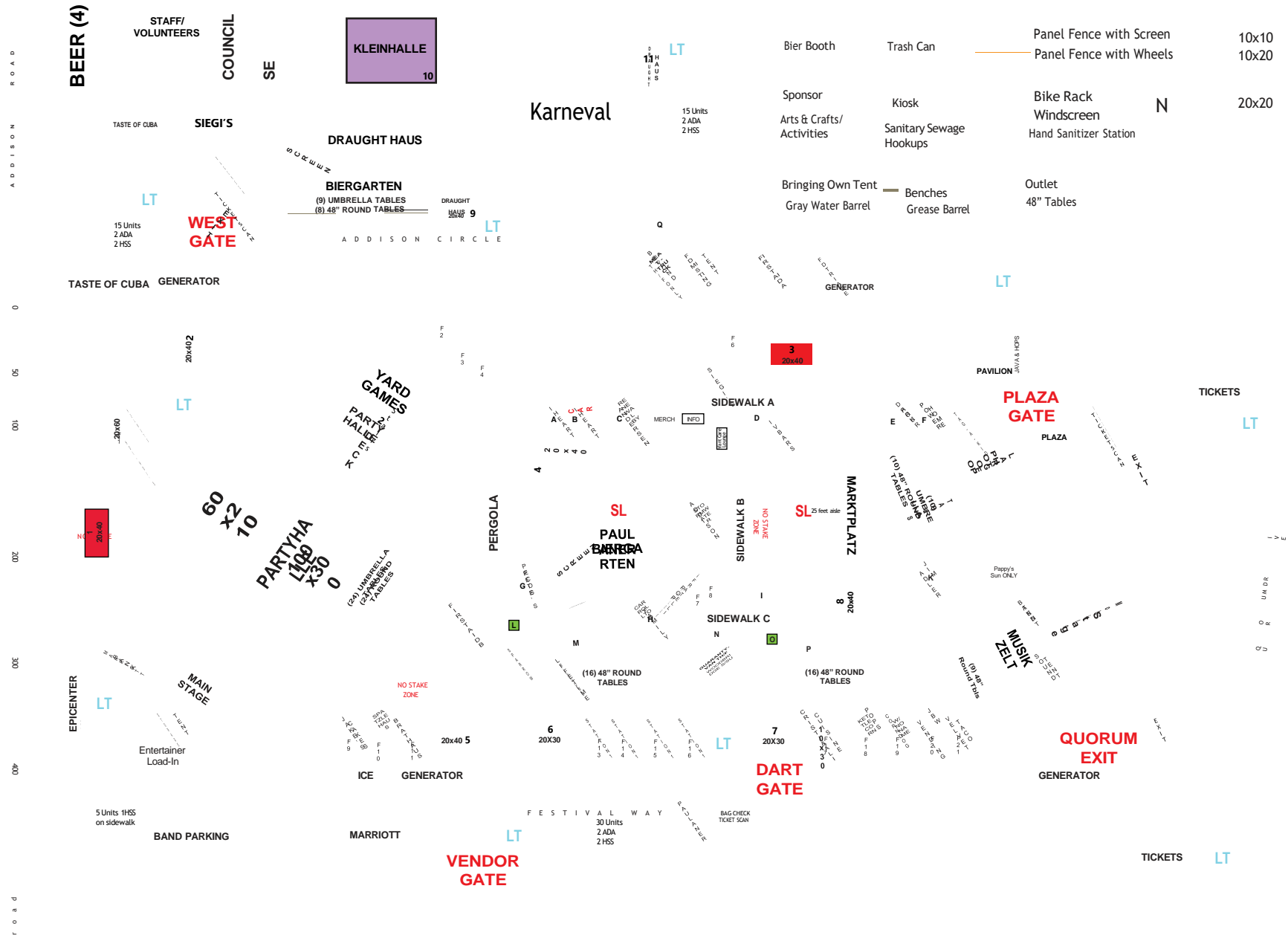
- Emergency Services
- ATM
- Restrooms
- Water
- Addison Booth
- Food & Bev

- LT Light Tower
- SL Space Lighting
- Dumpster
- Admission Kiosk
- Parking

OKTOBERFEST

SEPT. 14 - 17, 2023

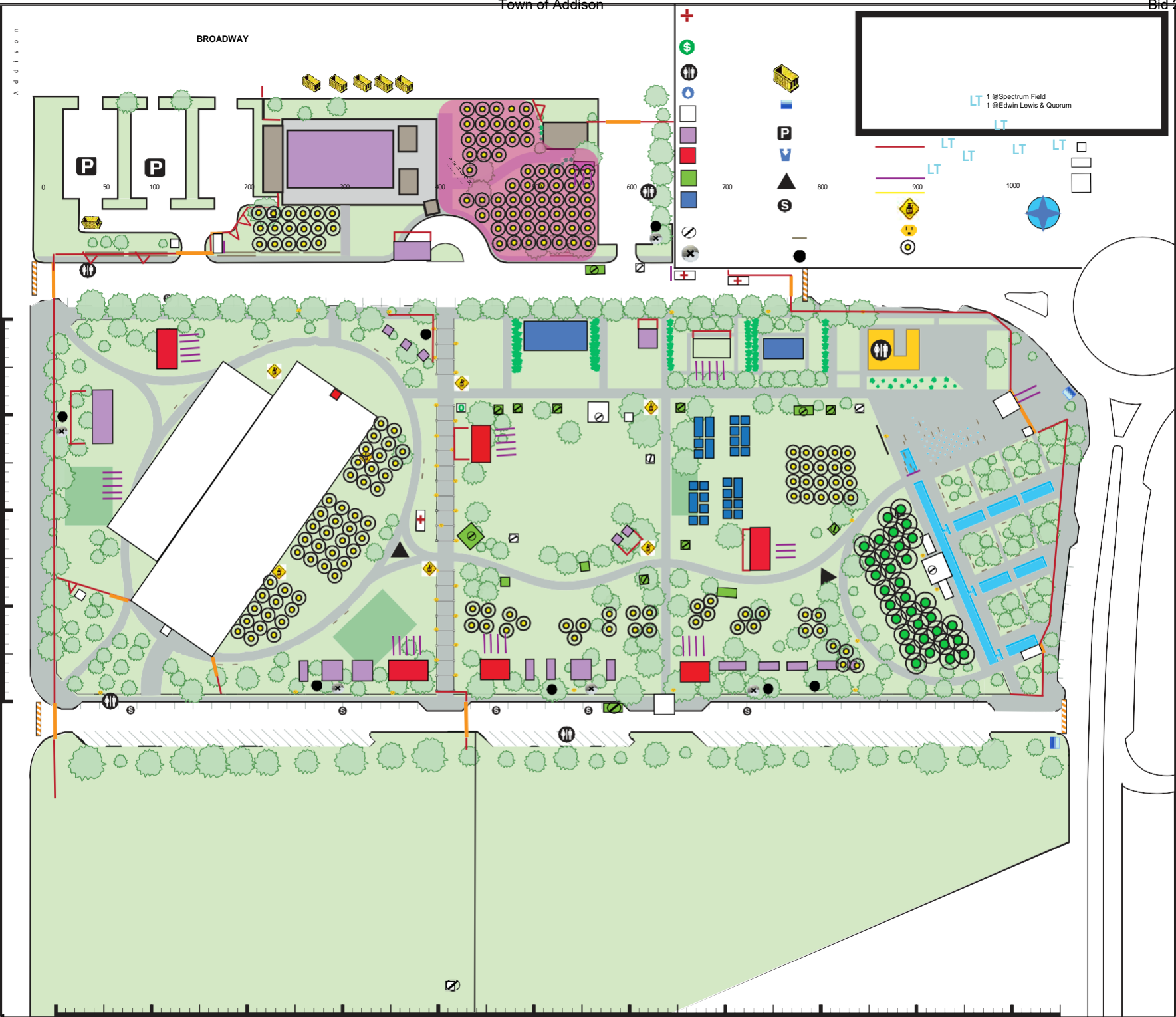
(Subject to Change)



- Panel Fence with Screen 10x10
- Panel Fence with Wheels 10x20
- Bike Rack 20x20
- Windscreens
- Hand Sanitizer Station
- Benches
- Grease Barrel
- Outlet 48" Tables

ROAD

ROAD



2022 ADDISON OKTOBERFEST RENTALS										
LOCATION	DESCRIPTION	Clip Lights	Light Towers	20A/120V	30A/220V	50A/220V	60A/220V	100A/220V	2-Ton AC Unit	Notes3
TOTAL		218	17	191	2	3	4	3	2	
FOOD & BEV										
	Stand 1	4								3 circuits Provide dedicated circuit for POS equipment placed at front of tent
	Stand 2	4								3 circuits Provide dedicated circuit for POS equipment placed at front of tent
	Stand 3	4								3 circuits Provide dedicated circuit for POS equipment placed at front of tent
	Stand 4	4								3 circuits Provide dedicated circuit for POS equipment placed at front of tent
	Stand 5	4								3 circuits Provide dedicated circuit for POS equipment placed at front of tent
	Stand 6	4								3 circuits Provide dedicated circuit for POS equipment placed at front of tent
	Stand 7	4								3 circuits Provide dedicated circuit for POS equipment placed at front of tent
	Stand 8	4								3 circuits Provide dedicated circuit for POS equipment placed at front of tent
Marktplatz	Stand 9 (Draught Haus)	4		5						
Conf. Centre lawn	Stand 11 (Draught Haus)	2		5						
F1	Hoi-Hoi's/Helmuts	10		16						Provide dedicated circuit for POS equipment placed at front of tent
F2	Snowie Naturals	2		4						Provide dedicated circuit for POS equipment placed at front of tent
F3	Denmore Delights	2		4						Provide dedicated circuit for POS equipment placed at front of tent
F4	So Icy	2		4	1					Provide dedicated circuit for POS equipment placed at front of tent
F5	Family Fun Concessions	4		3	1					Provide dedicated circuit for POS equipment placed at front of tent
F6	Sieg's	4		4				2		Provide dedicated circuit for POS equipment placed at front of tent (1) 100-amp 220V - 3 Phase
F7	The Pop Parlour	2		1				1		Provide dedicated circuit for POS equipment placed at front of tent
F8	i Fratelli	2		2			1			Provide dedicated circuit for POS equipment placed at front of tent
F9	Jake's Cakes	4				2				Provide dedicated circuit for POS equipment placed at front of tent
F10	Spatzlehaus	4					2			Provide dedicated circuit for POS equipment placed at front of tent California Twist lock cables
F11	Brathaus	4		1			1			Provide dedicated circuit for POS equipment placed at front of tent California Twist lock cables
F12	The Crazy German	4		2						Provide dedicated circuit for POS equipment placed at front of tent
F13	Station 1 Nuts and Fudge	4		5						Provide dedicated circuit for POS equipment placed at front of tent
F14	Station 1 Roasted Corn	4		5						Provide dedicated circuit for POS equipment placed at front of tent
F15	Station 1 Potatoes	4		4						Provide dedicated circuit for POS equipment placed at front of tent
F16	Station 1 Wild Game	4		5						Provide dedicated circuit for POS equipment placed at front of tent
F17	Cristi & Ali	4		5						Provide dedicated circuit for POS equipment placed at front of tent
F18	Pops Kettlecorn	4		2						Provide dedicated circuit for POS equipment placed at front of tent
F19	ComDog With No Name	4		4						Provide dedicated circuit for POS equipment placed at front of tent
F20	JBW Vending	4		3						Provide dedicated circuit for POS equipment placed at front of tent
F21	Velvet Taco	2		3						Provide dedicated circuit for POS equipment placed at front of tent
ARTS & CRAFTS/ACTIVITIES										
	Inca Wasi Arts and Crafts	2		2						
	B&P Enterprise	1		1						
	Lone Star Roots	1		1						
	Rickey's Jerky	1		1						
	M-Kenya Designs	1		1						
	Olivers souvenir shop	1		1						
	BoJo Nature Beads	1		1						
	Cates Concepts	1		1						
	Lula Pup Shop	1		1						
	Pastamore	1		1						
	MF Fine Art	1		1						
	Das Frankische Haus	2		2						
	History of Names	1		1						
	JV Jewelry	1		1						
	Lavender Princess Collection	1		1						
	Red River Traders	1		1						
	Cool Cuttings Design	1		1						
	Kuckucksnest	2		2						
	Victoria Chefina	1		1						
	Lael Alpaca	2		2						
	Texas Life Outfitter	2		2						
	Phoenix Inlay Inc	1		1						
	Punctuation	1		1						
	Suck It! Jerky and Pickles	1		1						
	Schorlemer Haus	1		1						
	SM Fashions	2		2						
	Nikkis Popcorn Company	1		1						
SE Corner of Ellipse	Bavarian Gift Haus	4		5						
Addison Circle	Kinderzelt			4						Power for string lights small AV speaker
SPONSORS										
	Renewal By Anderson			2						
	iHeart			2						
	iHeart			2						
	Resort Vacation	1		2						
	Pecos Pete's			0		1				Food Beverage Trailer
	CW33	1		2						
	Lifetime Windows	1		2						
	Jim Adler			2						
	IV Bars of Addison			2						
	LeafGuard	1		2						
	Sparrow Electric	1		2						

	Carrolton Family Chiro			2						
	Gauranty Bank			2						
	PowerHouse			2						
	Southern Rec			2						
	Woodbridge			2						
	Dark Hour			2						
	Fox Pest Control			0						
	Raising Canes			0						
	ADDISON BOOTHS									
Sidewalk A near Pavilion	Tag-A-Kid	1		2						
Merch	Merch									
Merch	Merch			4						
Sidewalk A&B	Info	4		4						
Sidewalk B	Infant Care Lounge	4		2						
Pavilion	ATM	1		2						
Plaza Gate	Bag/Check/Ticket Scanning	4								3 circuits Provide dedicated circuit for POS equipment placed at front of tent
Plaza Gate	Exit	2								3 circuits Provide dedicated circuit for POS equipment placed at front of tent
Quorum Gate	Bag/Check/Ticket Scanning	2								3 circuits Provide dedicated circuit for POS equipment placed at front of tent
Quorum Gate	Bag/Check/Ticket Scanning	4								3 circuits Provide dedicated circuit for POS equipment placed at front of tent
Quorum Gate	Exit	2								3 circuits Provide dedicated circuit for POS equipment placed at front of tent
West Gate	Bag/Check/Ticket Scanning	2								3 circuits Provide dedicated circuit for POS equipment placed at front of tent
West Gate	Exit	2								3 circuits Provide dedicated circuit for POS equipment placed at front of tent
Plaza	Ticket Kiosk			2						Power for Kiosk Extra Cable Ramps
Quorum	Ticket Kiosk			2						Power for Kiosk Extra Cable Ramps
PD Storefront	First Aid A	4		4						
PD Storefront	FD Triage	4					2			2-ton spike cooler
SE of Ellipse	First Aid B	2		4						Power for fans in back
Broadway	Vendor Check-In									
Inside Conference Center	Employee Lounge									
Inside Conference Center	Kleinhalle									
Ellipse	Partyhalle (Lawn)									
Ellipse	Partyhalle (Main Tent)	YES								Power for (25) fans. 110V or 220V available.
Ellipse	Partyhalle Deck (Main Tent)	YES								
Ellipse	Shade Tent									
SW of Main Tent	Marriott	4		4						
	ENTERTAINMENT									
Behind Main Tent	Storage Tent									
Bowl Stage	Musikzelt									
Bowl Stage Left	Sound Tent	4								
Bowl Stage Right	Band Tent	4								Power for fan
	MISC. RENTALS									
Stone Cottage Lawn	Draught Haus Biergarten									Power for screen 1 x L21-30 5 pin
East of Pergola	Paulaner Biergarten									Power for screen 1 x L21-30 5 pin
West of Musikzelt	Southeast Lawn									
North East Quad	Marketplaz									
South of Paulaner Biergated	Southwest Lawn									
See Notes for Locations	EXTRA	10	17							
	TOTAL	218	17	191	2	3	4	3	2	

TOWN OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

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

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

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

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<u>TOWN OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial (Public) General 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,

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

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

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

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

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

AGREEMENT

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

Project/Bid# _____

Company: _____

—
Printed Name: _____

Signature: _____ **Date:** _____

Town of Addison

Indemnification Agreement

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

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

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

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

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

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

Project/Bid#:

Company Name:

Signature:

Date:

Information and Instruction Form

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

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

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

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

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

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

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

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

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

Town of Addison

5350 Beltline Road

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



Town of Addison

REQUEST FOR PROPOSAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

Question and Answers for Bid #23-37 - Electrical Services for Addison Special Events

Overall Bid Questions

There are no questions associated with this bid.