

## **Solicitation 23-34**

### **Tent Rentals and Services for Addison Special Events**

#### **Bid Designation: Public**



**Town of Addison**

## **Bid 23-34**

### **Tent Rentals and Services for Addison Special Events**

Bid Number	<b>23-34</b>
Bid Title	<b>Tent Rentals and Services for Addison Special Events</b>
Bid Start Date	<b>In Held</b>
Bid End Date	<b>Feb 9, 2023 2:00:00 PM CST</b>
Question & Answer End Date	<b>Feb 6, 2023 8:00:00 AM CST</b>
Bid Contact	<b>Wil Newcomer</b> <b>Purchasing Manager</b>
Bid Contact	<b>Reyna Marquez</b> <b>Purchasing Specialist</b>

**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: 23-34  
 Bid Name: Tent Rentals and 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 – 8am**

### **OVERVIEW**

The Town of Addison is accepting proposals from qualified vendors for tent rental and services at Taste Addison, Addison Kaboom Town!®, Addison Oktoberfest, and Addison After Dark 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](http://www.addisontexas.net).

### **EVENTS**

- Taste Addison- [TasteAddisonTexas.com](http://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](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 park attendance: 15,000
- 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 beer.
  - 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 with a different theme, offering a variety of activities, live music, food trucks, and unique experiences.
  - Occurs the third Saturday of April, August, and October each year.
  - Expected attendance: 7,500 (2,500/event)

### **SCOPE OF WORK – PRODUCTION 1**

The Town of Addison wishes to contract with one company for tent rental services for Taste Addison, Addison Kaboom Town!®, and Addison Oktoberfest including but not limited to all personnel, equipment, installation, set-up, and tear-down. The Town has outlined its requirements below.

**General Equipment Provisions:** Tents and all other equipment must have a clean, professional appearance, and be free of excessive wear and tear. Tent tops should all be the same color unless otherwise requested. All tents must be secured by stakes or weights. All tents used must meet current NFPA regulations and Fire Marshall requirements for temporary structures. The Town of Addison will not provide any specialty equipment (golf carts, forklift, skytrak, etc.) to complete full service. Vendor must provide equal or better-quality tents. Refer to Exhibit A for visuals.

**General Personnel Provisions:** Vendor shall provide an assigned account representative to handle all pre-event management. Vendor shall provide uniformed personnel to complete full service while on site. A job supervisor will be required to freely communicate updates and job progress to Addison Event Staff while on-site. On-call staff will need to be available if an emergency arises outside of normal operating hours.

**General Operating Provisions:** Oversee complete set-up and tear-down of all inventory scheduled to be completed. The schedule of set-up and tear-down will be communicated with vendor prior to each event. Refer to Exhibit B for schedule-timeline, quantities, and layouts from years past. All operations must be conducted in an organized and safe manner. Any inventory will need to be secured for inclement weather or any scenario in which the tents could move for the duration of the rental. Vendor must use plywood when loading into the event venue and not drive directly on grassy areas; plywood is to be provided by vendor.

**Pricing/Fees:** Funding is subject to the annual appropriation of funds by the Addison City Council. Pricing and fees should be completed using the fee chart. Addison reserves the right to procure more than or less 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.

Item	Description	Rate/Fee (\$)
10x10	High Peak Tent with White Top	
10x20	White Top	
10x30	White Top	
10x40	White Top	
10x60	White Top	
20x20	White Top	
20x30	White Top	
20x40	White Top	
20x60	White Top	
30x30	White Top	
30x40	White Top	
30x60	White Top	
40x40	White Top	
40x60	White Top	
Leg Extender – 12 foot	12' legs	
60'x210'	12' Legs or higher – white top - With the option to add up to 10 double doors – sidewalls	
60' x 210' Accessories	Sidewalls – Gutters – Up to 10 Double Doors	
30M x 90M	4M Legs or higher – white top – With the option to add up to 10 double doors – gutters - sidewalls	
30M x 90M Accessories	Sidewalls – Gutters – Up to 10 Double Doors	

Sidewalls	10' T x 10'W – White	
Counters	10' W	
Counters and Skirting	10' W with white skirting	
Concrete Weights	500lbs	
Concrete Weight Covers	White	
Small Tent Fan	Mounted or Clipped	
High-Velocity Fans	Mounted	
Plywood Flooring- 1 sqft	¾ inch plywood	
Turf Flooring – 1 sqft	Black or Green	
Elevated Flooring- See photos Exhibit A	100'x30'x3' – black carpet – skirting – handrails – access stairs – ADA Ramp	
Café String Lights	48 ft	
Installation		
Tear Down		
Delivery Fee		
Freight		

## **SCOPE OF WORK - PRODUCTION 2**

The Town of Addison wishes to contract with one company for tent rental services for Addison After Dark including but not limited to all personnel, equipment, installation, set-up, and tear-down. The Town has outlined its requirements below.

**General Set-Up Provisions:** Tents and all other equipment must have a clean, professional appearance, and be free of excessive wear and tear. Tent tops should all be the same color unless otherwise requested. All tents must be secured by stakes or weights. All tents used must meet current NFPA regulations and Fire Marshall requirements for temporary structures. The Town of Addison will not provide any specialty equipment (golf carts, forklift, skytrak, etc.) to complete full service. Vendor must provide equal or better-quality tents.

**General Personnel Provisions:** Vendor shall provide an assigned account representative to handle all pre-event management. Vendor shall provide uniformed personnel to complete full service while on site. A job supervisor will be required to freely communicate updates and job progress to Addison Event Staff while on-site. On-call staff will need to be available if an emergency arises outside of normal operating hours.

**General Operating Provisions:** Oversee complete set-up and tear-down of all inventory scheduled to be completed. The schedule of set-up and tear-down will be communicated with vendor prior to each event. All operations must be conducted in an organized and safe manner. Any inventory will need to be secured for inclement weather or any scenario in which the tents could move for the duration of the rental. Vendor must use plywood when loading into the event venue and not drive directly on grassy areas; plywood is to be provided by vendor.

**Pricing/Fees:** 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/Fee (\$)
10x10	High Peak Tent with White Top	
10x20	White Top	
20x20	White Top	
20x30	White Top	
Sidewalls	8' T x 10' W – White	
Counters	10' W	
Counters and Skirting	10' W with white skirting	
Concrete Weights	500lbs	
Concrete Weight Covers	White	
Small Tent Fan	Mounted or Clipped	
Plywood Flooring- 1 sqft	¾ inch plywood	
Turf Flooring – 1 sqft	Black or Green	
Café String Lights	48 ft	
Hourly Labor	General Labor Rate – 60 minutes	
Set-up/Installation	60 minutes	
Tear Down	60 minutes	
Delivery Fee		
Freight		

**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 Tent Rental and 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# 23-34 Tent Rental and 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 vendors for the production and execution of tent rental and services at Taste Addison, Addison Kaboom Town!®, Addison Oktoberfest, and Addison After Dark 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 access to inventory of various shapes and sizes.
- 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 and similar projects

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 three references must be from non-Addison 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, years in the industry, number of employees, the experience of staff, and equipment available will be evaluated and assigned up to **forty-five (45) points**.

3) **Access to Equipment**

Vendor must own or provide proof of access to the required tents of various sizes and quantities. Evaluation of the vendor's access to the necessary equipment will be awarded up to **twenty (20) points**.

4) **Pricing and Fees**

The lowest fee will be awarded **twenty (20) 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. The Town may award Production 1 and Production 2 together or independently.

### **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 the 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. Pricing/Fee for each Production's itemized scope of work. Include the Pricing/Fee Chart under each Production's scope of work. The Town of Addison is tax exempt.
6. Budget Estimate: Estimate shall be provided with a total production cost (Production 1 and/or Production 2). Must include all costs associated with tent rentals and services. Use Exhibits A and B to generate an estimate. 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.
8. Inventory and Quality: Images of similar scope of work demonstrating quality of work and inventory.

### **APPROXIMATE TIMELINE OF RFP PROCESS**

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

- Release of RFP – Release Thursday, January 19, 2023
- 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

EXHIBIT A

90x30M Tent joined with 60'x210x tent



90x30M tent with white top





Tent staked in ground with sidewalls



10x20 with sidewalls as dividers



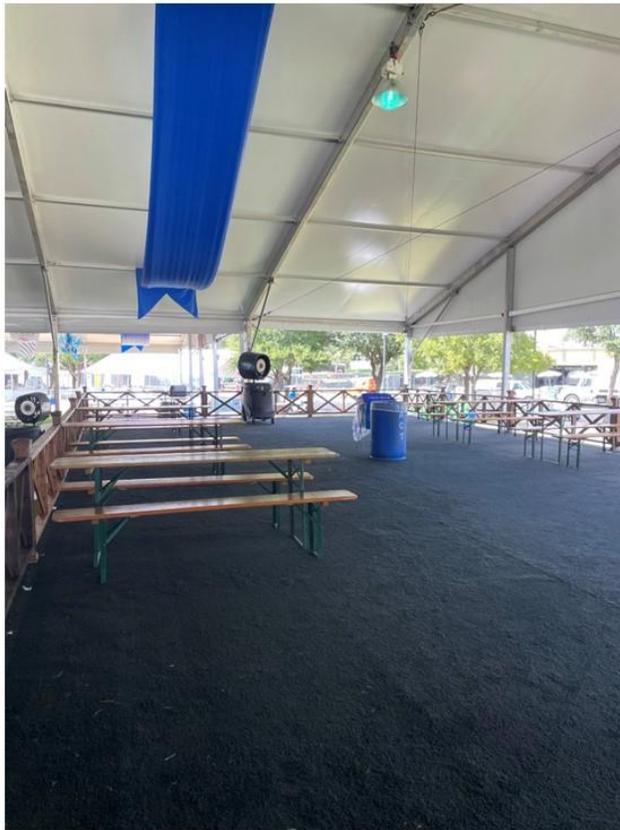
Concrete weights  
Signs mounted to frame



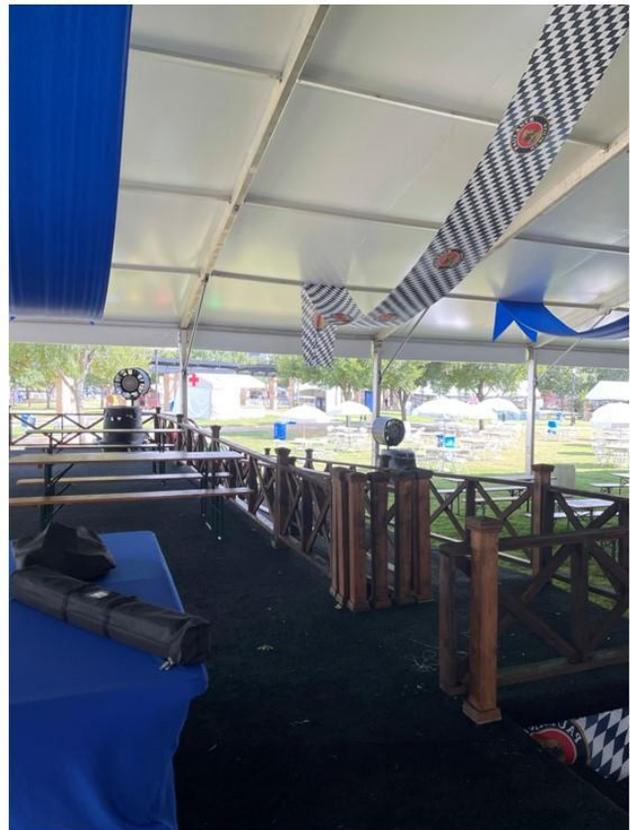
Side walls  
Plywood Flooring



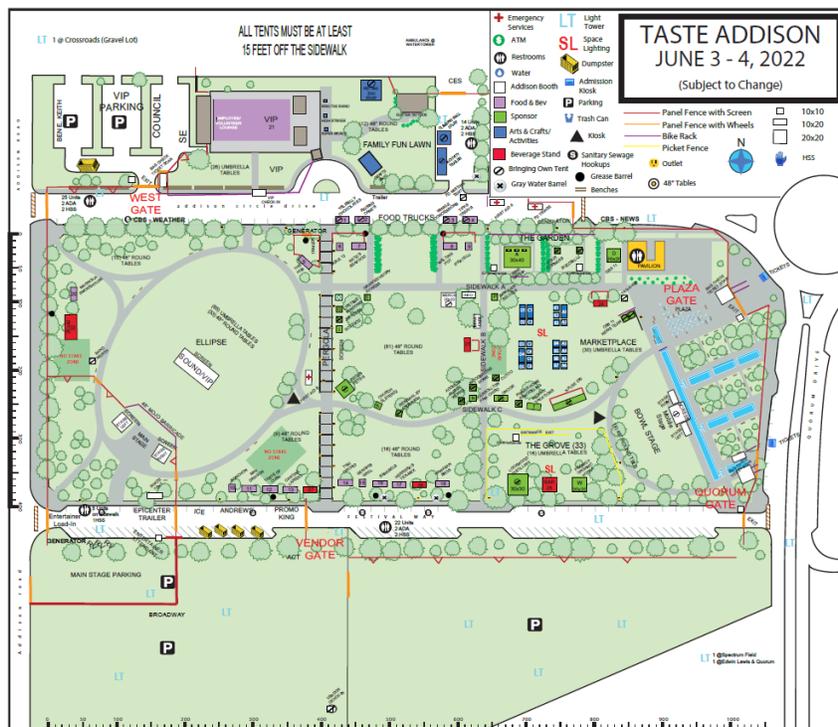
Multiple Tents with counters and skirting

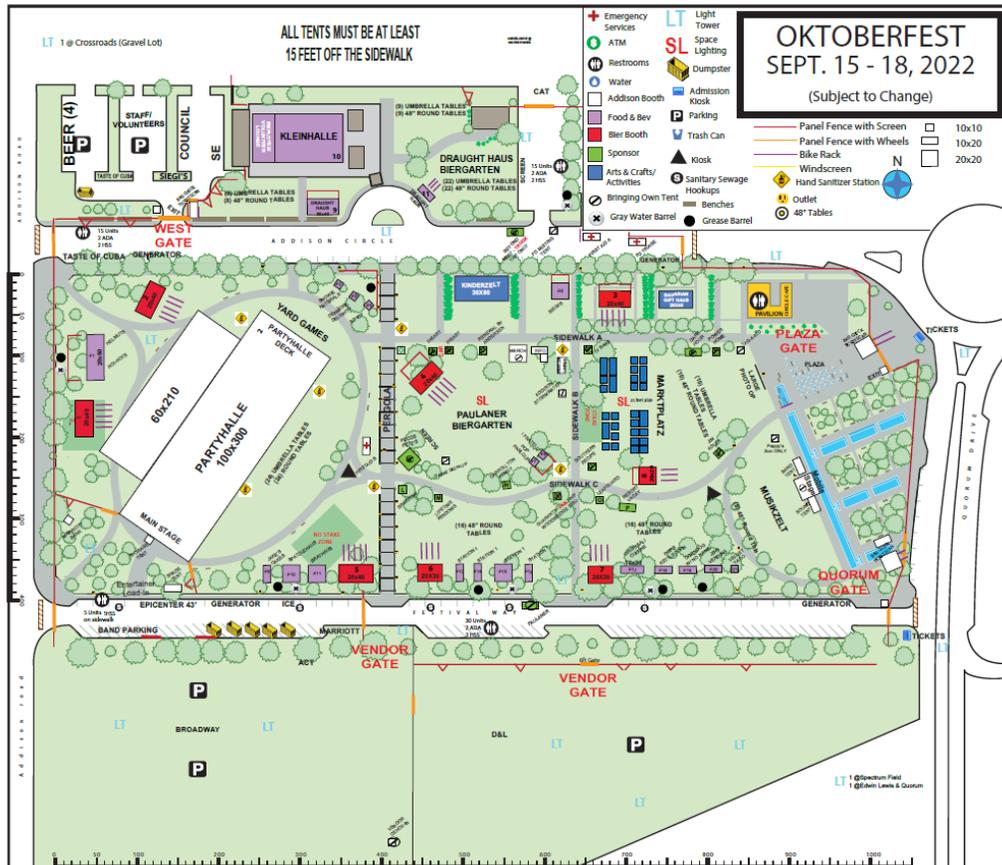
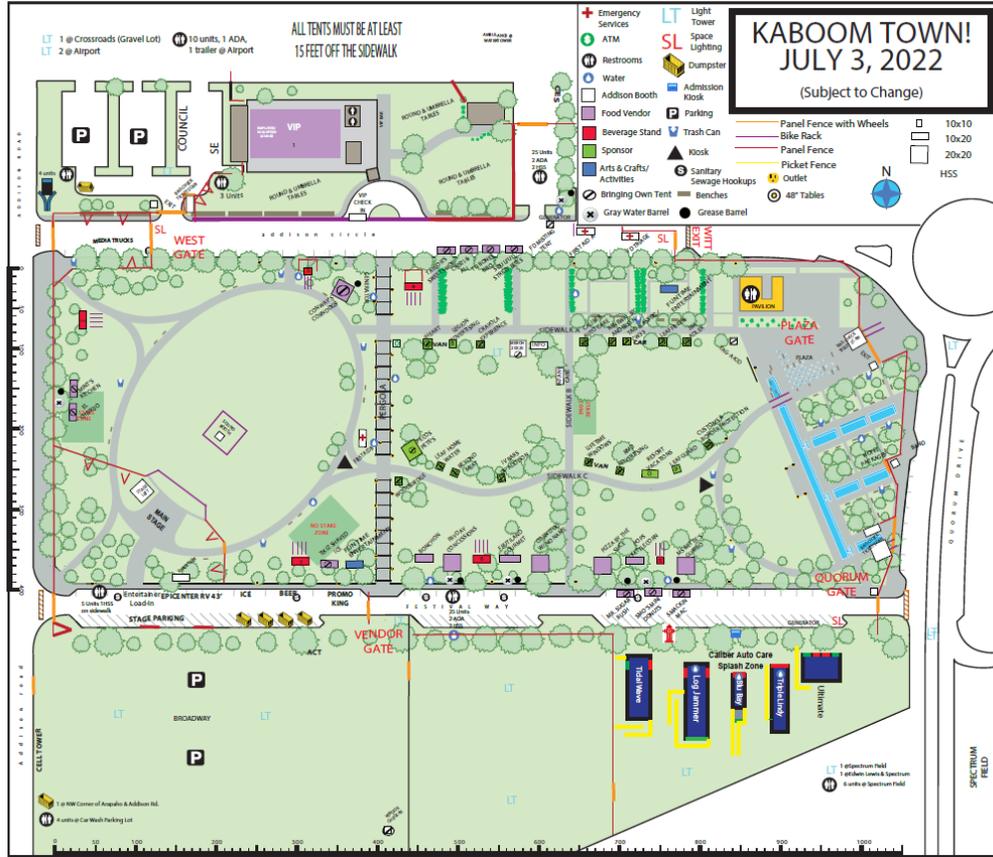


Elevated Flooring Carpet and hand rails  
Left Side of platform



Elevated Flooring, Carpet, Handrails, ADA Ramp, and Stairs  
Right Side of platform





## EXHIBIT B

<b>TASTE ADDISON 2022 OPERATIONS SCHEDULE</b>		
DAY	VENDOR	DETAILS
<b>Tuesday, May 24</b>		
	Tents	Load-in begins
<b>Tuesday, May 31</b>		
	Tents	Tent set-up continues
<b>Wednesday, June 1</b>		
	Tents	Tent set-up continues
<b>Thursday, June 2</b>		
	Tents	Install all stage tents
	Tents	All tents completed by EOD
<b>Friday, June 3</b>		
TASTE ADDISON BEGINS 6PM; EVENT ENDS 12AM		
<b>Saturday, June 4</b>		
TASTE ADDISON BEGINS 2PM; EVENT ENDS 12AM		
<b>Monday, June 6</b>		
	Tents	Tent removal begins
	All Vendors but Tents	Everything cleared from site by 5 PM
<b>Friday, June 10</b>		
	Tents	All tents cleared from the site

<b>KABOOM TOWN 2022 OPERATIONS SCHEDULE</b>		
<b>Tuesday, June 28</b>		
	Tents	Load-in Begins
<b>Friday, July 1</b>		
	Tents	Stage tents done by EOD
<b>Sunday, July 3</b>		
	Tents	Finish Tent Setup On-site Guy Available 4pm -10pm
KABOOM TOWN BEGINS 5PM; EVENT ENDS 11PM		
<b>Tuesday, July 5</b>		
	Tents	Begin Tear Down
<b>Thursday, July 7</b>		
	Tents	Tear Down Complete by EOD

<b>OKTOBERFEST 2022 OPERATIONS SCHEDULE</b>		
DAY	VENDOR	DETAILS
<b>Friday, September 2</b>		
	Tents	Load In
<b>Friday, September 9</b>		
6:00 PM	Tents	Have Partyhalle complete by EOD
<b>Monday, September 12</b>		
6:00 PM	Tents	Gates / Draught Hous / HoiHois / Bier Booth / Ply-wood Flooring
<b>Tuesday, September 13</b>		
	Tents	Bavarian / Kinderzelt / Food / ATMs
<b>Wednesday, September 14</b>		
	Tents	Fans - Partyhalle / Bowl Stage / Sponsors / Marketplace
<b>Thursday, September 15</b>		
3:00 PM	Tents	Set out Fire extinguishers and small tent fans
OKTOBERFEST BEGINS 6PM; EVENT ENDS 11PM		
<b>Friday, September 16</b>		
OKTOBERFEST BEGINS 6PM; EVENT ENDS 12AM		
<b>Saturday, September 17</b>		
OKTOBERFEST BEGINS 12PM; EVENT ENDS 12AM		
<b>Sunday, September 18</b>		
OKTOBERFEST BEGINS 12PM; EVENT ENDS 5PM		
<b>Monday, September 19</b>		
12:00 PM	Tents	Strike front gate tent in front of kiosk by 12 PM
	All Vendors	Continue load out
<b>Monday, September 26</b>		
	Tents	ALL Tents removed by 5 PM

Item Set-Up Time Tear-Down Time	Taste Addison Est Usage	Kaboom Town Est Usage	Oktoberfest Est Usage
	10 Days 6 Days	6 Days 3 Days	14 Days 8 Days
<b>Tents</b>			
10x10	47	15	42
10x20	32	21	28
10x30	2		1
10x40			
10x60			
20x20	9	7	9
20x30	2		2
20x40	1		7
20x60	1		1
30x30	1		
30x40	1		1
30x60			1
40x40			
40x60			
<b>Leg Extender-12 foot</b>			
60'x210' *			1
30Mx90M *			1
<b>Tent Accessories</b>			
Sidewalls	160	63	170
Counters			
Counters with skirting	140	100	190
Water Barrels			
Water Barrel Covers			
Concrete Weight		16	
Concrete Wright Covers			
<b>Fans</b>			
Small Tent Fan	18	20	40
High Velocity Fans			45
<b>Flooring</b>			
One Square Foot - Plywood Flooring	700	1600	1600
One Square Foot - Turf (Black or Green)	4500	3200	7000
Elevated Flooring - see attached picture			3000
<b>Misc</b>			
Café String Lights	12	0	8

**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,

- 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:

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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

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## 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.

## Question and Answers for Bid #23-34 - Tent Rentals and Services for Addison Special Events

### Overall Bid Questions

There are no questions associated with this bid.