



23-22-P - Holiday Decorations Program

Project Overview

Project Details	
Reference ID	23-22-P
Project Name	Holiday Decorations Program
Project Owner	Kristi Byrd
Project Type	RFP
Department	Community Relations & Tourism
Budget	\$0.00 - \$0.00
Project Description	The City of Lewisville is seeking a highly qualified holiday lighting and décor vendor to install, maintain, and remove displays located in multiple areas of Old Town Lewisville. All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. The successful proposer will be required to certify compliance, if applicable.
Open Date	Jun 18, 2023 12:00 PM CDT
Intent to Bid Due	Jul 11, 2023 2:00 PM CDT
Close Date	Jul 11, 2023 2:00 PM CDT

Items	Item Description	Quantity Required	Unit of Measure	Unit Price	Total Cost
One-Time Plaza Costs					
Wayne Ferguson Plaza - Sleigh	Life sized Christmas Themed Sleigh	1	EA	\$9,965.00	\$9,965.00
Wayne Ferguson Plaza - Cluster Decorations	Clusters of lighted Christmas themed decorations (preferably gift-wrapped boxes in various heights)	3	EA	\$1,045.00	\$3,135.00
North Poydras Plaza	Life-like artificial tree between 22' and 26' tall with LED miniature lights and decorations	1	EA	\$36,710.00	\$36,710.00
Plaza Decoration	Lighted walk-through decoration	1	EA	\$9,311.00	\$9,311.00
Wayne Ferguson Plaza - Additional Recommendations	Additional Recommended decorations for display - must include description in proposal	1	EA	\$0	\$0
Wayne Ferguson Stage - Additional Recommendations	Additional Recommended decorations for display - must include description in proposal	1	EA	\$8,230.00	\$8,230.00
City Hall Plaza - Additional Recommendations	Additional Recommended decorations for display - must include description in proposal	1	EA	\$0	\$0
One-Time Streets Costs					
Wreaths Mounted atop Light Poles	Double-sided pole wreaths, approximately four (4) feet in diameter with bows	10	EA	\$391	\$3,910.00
Pedestrian Areas	Additional Recommended decorations for display - must include description in proposal	1	EA	\$9,100.00	\$9,100.00
One-Time Monument Costs					
City Hall Monuments	Decorated and Lighted Garland with bows, approximately 67.4 linear feet	2	EA	\$364	\$728
Grand Theater Monuments	Decorated and Lighted Garland with bows, approximately 26.9 linear feet	2	EA	\$728	\$1,456.00
Starburst Lights	Clusters of up to (5) Lighted starburst style decorations mounted above Monuments	4	EA	\$362.50	\$1,450.00
Monuments	Additional Recommended decorations for display - must include description in proposal	1	EA	\$0	\$0
Annual Costs					
Area One - Plazas	Annual Costs for installation, maintenance, and storage	1	Annual	\$17,150.00	\$17,150.00
Area Three - Monuments	Annual Costs for installation, maintenance, and storage	1	Annual	\$1,950.00	\$1,950.00
Area Two - Streets	Annual Costs for installation, maintenance, and storage	1	Annual	\$5,900.00	\$5,900.00

Total One-Time Cost	\$83,995.00
Total Initial Term Cost	\$108,995.00
Total Annual Cost (After Initial Term)	\$25,000.00



CITY OF LEWISVILLE
REQUEST FOR PROPOSALS
#23-22-P

PROPOSAL DUE DATE: Tuesday, July 11, 2023, at 2:00 p.m.

**SPECIFICATIONS
FOR
CITY OF LEWISVILLE HOLIDAY DECORATIONS PROGRAM
RFP #23-22-P**

INTRODUCTION

The City of Lewisville is seeking a highly qualified holiday lighting and décor vendor to install, maintain, and remove displays located in Old Town Lewisville. There are multiple locations within Old Town Lewisville, including but not limited to: Wayne Ferguson Plaza, Main Street, City Hall Plaza, City Hall monument signage, Grand Theater monument signage, and pedestrian walkways.

The City shall make the final determination on specific areas to be decorated each year. Please provide a lighting and design plan for each area listed below and detail what will be provided within the budgeted amount.

Total budget for this project is \$109,000. The budget includes \$84,000 for one time design and creation of lighted decorations and displays. The remaining \$25,000 is budgeted for annual expenses relating to installation, maintenance, removal, and storage.

The provided budget is inclusive of all services described in this RFP, as a lump sum price.

Current Holiday Decoration Program

The City has the following decoration program in Old Town Lewisville:

- Lighted tree at Wayne Ferguson Plaza
- Lighted tree on Main Street
- Tree Wraps / Lighted Trees at City Hall, Grand Theater, and Wayne Ferguson Plaza
 - Installation service provided through a separate contract using City owned lights.

Holiday Decorations Plan

Area One – Plazas

Wayne Ferguson Plaza – 150 W Church St., Lewisville, TX 75057

North Poydras Plaza – N. Poydras St., Lewisville, TX 75057

South Poydras Plaza - S. Poydras St., Lewisville, TX 75057

City Hall Plaza – 151 W. Church St., Lewisville, TX 75057

- Photo Opportunities
 - One (1) life sized Christmas themed sleigh, suitable for use as a photograph prop or background. It is expected that residents will sit in the sleigh for pictures. No

additional lighting is required. The sleigh will be placed on turf and must be anchored to the ground.

- Three (3) clusters of lighted Christmas themed decorations, preferably of gift-wrapped boxes in various proportional sizes, to be displayed near the sleigh. No additional lighting is needed. The decorations will be placed on turf and must be anchored to the ground.
- Recommendations for additional lighted Christmas themed decorations to be displayed in or around Wayne Ferguson Plaza, Wayne Ferguson Stage, and City Hall Plaza, to be chosen in consultation with the City's representative and awarded vendor.
- One (1) Life-like artificial tree between twenty-two (22) and twenty-six (26) feet in height, illuminated with warm white LED miniature lights. Color and theme for tree decorations will be selected prior to installation. A lit three (3) foot starburst-style topper will be used.

Will be displayed outdoors on a custom-built riser, four (4) feet tall and four (4) feet wide featuring Old Town Lewisville signage on two opposite faces and painted to complement the tree. The riser will require internal weighted anchoring equipment. This tree will be located in North Poydras Plaza.

- One (1) lighted walk-through decoration, with vertical and horizontal clearance to accommodate at least two standing adults. A Christmas themed design will be chosen in consultation with the City's representative and the awarded vendor.

Area Two – Streets

Main Street – W. Main Street, Lewisville, TX 75057 from the intersection of N. Charles Street to N. Kealy Street.

Mill Street – N. Mill Street, Lewisville, TX 75057 from the intersection of W. Elm Street to W. Walters Street.

Charles Street – N. Charles Street, Lewisville, TX 75057 from the intersection of W. Main Street to W. Walters Street.

Church Street – W. Church Street, Lewisville, TX 75057 from the intersection of N. Mill Street to N. Charles Street.

- Wreath Mounts atop Light Poles
 - Double-sided pole mount wreaths, approximately four (4) feet in diameter, with a bow on each side. Wreaths will be mounted on existing decorative light poles, attaching beneath the light fixture and extending above it, with the bows at the bottom of the wreath. No additional lighting is required.
- Pedestrian areas
 - Recommendations for additional Christmas themed decorations to be displayed along pedestrian areas along W. Main Street, N. Mill Street, W. Church Street, and N. Charles. Decorations will be chosen in consultation with the City's representative and the awarded vendor.

Area Three – Monuments

City Hall Monument One– At the corner of 151 W. Church St., and N. Mill Street, Lewisville, TX 75057

City Hall Monument Two– At the corner of 151 W. Church St., and N. Charles Street, Lewisville, TX 75057

Grand Theater Monument North – Located on N. Charles St., Lewisville, TX 75057

Grand Theater Monument South – Located on N. Charles St., Lewisville, TX 75057

- Decorated and lighted garland, with bows on each end and in the center, to be decorated in a similar color and theme as the N. Poydras Plaza Christmas Tree. Approximate length of garland required for each monument is listed below:
 - City Hall One – 67.4 linear feet (approx.. 20 feet for the elevated monument sign)
 - City Hall Two – 67.4 linear feet (approx.. 20 feet for the elevated monument sign)
 - Grand Theater North – 26.9 linear feet
 - Grand Theater South – 26.9 linear feet

- Lighted starburst-style decorations, using bright or soft white LEDs, mounted in varying heights with brackets behind or above the City Hall Monument One & Two signs. Up to five (5) decorations will be mounted at each location.

- Recommendations for additional Christmas themed decorations to be displayed at or around each monument at City Hall and the Grand Theater. Decorations will be chosen in consultation with the City's representative and the awarded vendor.

REQUIREMENTS

The awarded vendor shall provide the design of all areas prior to installation dates unless an earlier date is required for discounted ordering. These shall include, but are not limited to:

- Style of décor and lights and decoration
- Conceptual drawing of selected decorations and display locations
- Safety plan
- Methods of installation
- Installation and removal timeframe
- Work within dictated time constraints and budget.
- Description of storage facility and methods

Installation

The contractor shall begin installation on or after October 25th and shall be completed by 6:00 p.m. on the Wednesday before Thanksgiving. Decorations and lighting shall be tested, and fully operational by 6:00 p.m. on the Thursday prior to Thanksgiving. The contractor shall have all lights installed by the specified deadline.

The contractor shall provide automatic timers for lights and displays except where City personnel turn lights on and off. Various electrical hookups may be available in the plazas that will have scheduled timers already set. Timers are to be turned on and set from 5:00 pm to 10:00 pm.

Contractor shall supply the extension cords to light the displays or other acceptable means approved by the City of Lewisville.

Maintenance

Contractor shall be responsible for all related maintenance to ensure the displays are operating as intended.

Contractor shall maintain displays from the Friday prior to Thanksgiving through January 1st of each year.

The Contractor must have personnel available to guarantee next day service, including weekends, for repair or replacement of damaged lights and decorations. The Contractor must respond to the designated City contact within 24 hours of call and be on-site within that time for service. Contractor guarantees next day service for any damage or repair for the duration of the specified display period.

Contractor's next-day service to repair and replace damaged lights and extension cords shall be for any reason including, but not limited to, damage from vandalism, weather, or other acts of God, from the first day of installation to until full removal has been completed or 6:00 p.m. on January 15th, whichever comes first.

Labor charges for inspection, repair, or replacement of lights as necessary, as well as emergency call out service for repair of any damaged or vandalized lights shall be included in the basic proposal for all work under the proposal.

In the event of vandalism, the vendor shall contact the City to provide the replacement cost of necessary lights and extension cords. The City may provide replacement lights or extension cords to the vendor or, at the City's discretion, reimburse the vendor for replacement lights or extension cords. All replacements requiring reimbursement must be approved by the City's representative in writing, prior to the purchase from the vendor.

The contractor shall repair or replace lights at no cost to the City for light and extension cords that contain a manufacturer's defect or are improperly installed.

The contractor shall be on-site at the tree lighting event to ensure smooth operation of all displays & lights. The contractor shall contact the City's Representative no later than first Friday of November for the exact date and time of the City's Festival events.

Removal and Storage

The contractor shall begin removal of all lights and decorations on or after January 2nd. The contractor shall complete the removal of all lights and decorations no later than 6:00 p.m. on January 15th. Contractor is responsible for disposal of debris and will leave the areas clean and free of debris.

Contractor is responsible for providing storage for lights and decorations during the terms of the Agreement. All lights and decorations will remain the property of the City of Lewisville while in use or in storage.

No use of the decorations or lights shall be allowed by the Contractor for any purpose, outside of these specifications, without written consent from the City of Lewisville.

Compensation

Contractor shall provide all design and labor services, products and materials under this Agreement for a not-to-exceed amount of \$84,000. Contractor shall provide installation, maintenance, removal, and storage services for a not-to-exceed amount of \$25,000 annually.

The City shall pay the Contractor 50% of the project cost as a deposit, 25% at time of installation, and the remaining 25% at completion of takedown.

Term

The successful vendor will be required to enter into an agreement with the City. This request for proposal, submitted documents, and any negotiations, upon acceptance by the City, may become part of or be used to develop a contract that is equally binding between the successful vendor and the City.

The initial term of the agreement shall be for one (1) year with three (3) one-year extensions available. The City shall have the right to terminate the contract at any time, without penalty, upon thirty (30) days written notice to contractor.

PROPOSAL DELIVERABLES

Response to this RFP will require the contractor to provide sufficient information to determine that the contractor qualifies for performing such a project. All proposals are to contain the following:

- **Title Page/Letter** - Showing proposer's business name, the name, address, telephone number, fax number, and email address of the contact person and the date of submission.
The letter should also contain a statement as to why proposer feels their firm is the best qualified to provide the requested services. Include the history of the company, number of years in business and a listing of any litigation, judgments, claims, arbitration proceedings, suits, bankruptcy, or reorganizations that may have occurred during the past five years. **MAXIMUM of 6 single-sided pages.**

- **References** - Provide at least two references of the proposer’s experience with like services to other similar clients. References should include the contact’s name and phone number. List the name of the representative in the firm working with the references.
- **Experience** – Provide examples of similar projects (completed within the past 3 years). Describe the size and the type of project, scope of work, original budget, and length of time of project.
- **Corporate Marketing Material** – any additional information proposers would like to provide. **MAXIMUM of 6 single-sided pages.**
- **Fee Schedule** – Pricing shall be submitted on a project (lump sum) basis. Pricing is to be submitted in the “Proposal Pricing” section on Bonfire. An itemized breakdown of the provided project pricing shall be submitted on Bonfire in the “Requested Information” section. **Do not include pricing within your other RFP paperwork.**
- **Purchasing Documents** – Provide all purchasing documents that require a signature.

INTERVIEW INFORMATION

The top-ranking Proposer(s) may be invited to participate in an interview for a contractor presentation and Q&A session. Interviews of selected qualified firms will be held in Lewisville. Non-local firms will have the option to interview virtually. The Proposer(s) will be contacted to arrange the specific time and place and will be notified of any additional information that may be required to be submitted.

EVALUATION CRITERIA

The following criteria will be used to evaluate the qualifications of contractors:

Fees/Pricing	35 pts
Method of approach, capability to meet deadlines, and creative designs.	30 pts
Firm and Personnel Qualifications.	15 pts
Safety	10 pts
References of similar projects, with proven success	10 pts

REQUEST FOR PROPOSALS:

Proposals are to be submitted based on the specifications contained herein.

The preparation of response to this RFP will be at the total expense of the proposer. There is no expressed or implied obligation for the City of Lewisville to reimburse responders for any expense incurred in the preparation response to this request.

The City reserves the right to reject any and all responses, to consider alternatives, to waive any formalities and irregularities, and to re-solicit this RFP. In addition, during the evaluation period, the City may, where it may serve the City's best interest, request additional information or clarifications from responders, or allow corrections of errors or omissions.

The RFP will be available to interested parties at <https://cityoflewisville.bonfirehub.com/portal> or may be picked up in person at the Purchasing office.

Proposals may be uploaded to Bonfire or sealed RFPs, one (1) original and one (1) PDF copy on a flash drive may be delivered to the City of Lewisville Purchasing Division office at the address below, in a sealed envelope or box, clearly marked:

RFP: 23-22-P
CITY OF LEWISVILLE HOLIDAY DECORATION PROGRAM

DATE: July 11, 2023 - 2:00 p.m.

Delivery address:

City of Lewisville
Finance Administration – Purchasing Division
Attn: Kristi Byrd
151 W. Church Street, Lewisville, TX 75057

The deadline for questions is **5:30 p.m., CST, Wednesday, July 5, 2023**. All questions pertaining to this proposal must be submitted in writing via Bonfire. No verbal clarification will be given. Questions will be answered by Friday, July 7, 2023, 11:30 a.m..

No telephone, email, or fax proposals will be accepted. Proposals may be accepted if delivered in person or by U.S. Postal Service, Federal Express, UPS, etc. or uploaded to Bonfire. The City is not responsible for missing, lost, or late delivery. Any RFP responses received after the time set for opening will be returned to the proposer unopened.

Specifications, RFP proposal forms, and instructions to bidders are attached hereto. The preparation of the proposal will be at the total expense of the proposer. There is no expressed or implied obligation for the City of Lewisville to reimburse responding proposers for any expense incurred in the preparation of proposals in response to this request.

Alternate proposals will also be considered, provided the alternatives are clearly explained. All deviations from the specifications must be clearly identified and explained.

Each proposer shall guarantee and honor its response to these specifications for a period of forty-five (45) days, or until the City enters a contract with one of the proposers, whichever occurs first.

All forms requiring either a signature or requested information are to be returned with your proposal. In addition, the language contained in the attached form entitled Purchase Order Terms and Conditions is made part of this request for proposal through reference herein.

An evaluation committee consisting of representatives from City departments will review proposals. Upon review of the proposals, the City may wish to interview proposers for clarification purposes at a time convenient, yet appropriate, for all parties.

The information contained herein is believed to be accurate and up to date but is not intended to be an expressed or implied warranty.

The City of Lewisville reserves the right to retain all proposals submitted. Submission of a proposal indicates the firm's acceptance of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Lewisville and the vendor selected.

The City reserves the right to reject any and all proposals, to consider alternatives, to waive any formalities and irregularities, and to re-solicit proposals. In addition, during the evaluation period, the City may, where it may serve the City's best interest, request additional information or clarifications from proposers, or allow corrections of errors or omissions.

All parties submitting proposals are expected to comply with federal, state, and local laws and regulations relative to the preparation of proposals and the services to be provided. Specifically, the services to be provided are expected to be in compliance with the Americans with Disabilities Act (ADA), as well as with federal and state confidentiality laws. All proposals that are submitted will be presumed to be in compliance with all applicable laws.

MISCELLANEOUS

All forms requiring either a signature or information to be filled in are to be returned with your proposal. In addition, the language contained in the attached form entitled Purchase Order Terms and Conditions is made part of this request for proposal through reference herein.

Insurance Provisions

Prior to the commencement of any work under this contract, the successful proposer shall furnish an original completed certificate(s) of insurance to the City, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon and in attachment entitled "Insurance Requirements for Professional Services Projects/Consultants". The insurance shall remain in effect through the agreement terms and any extensions.

PROPOSER'S ACCEPTANCE OF EVALUATION METHODOLOGY

WAIVER OF CLAIMS: EACH PROPOSER BY SUBMISSION OF A RESPONSE TO THIS REQUEST FOR PROPOSALS ("RFP") WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE OWNER, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF OWNER'S GOVERNING BODY, CONNECTED WITH OR ARISING OUT OF THIS RFP, INCLUDING THE ADMINISTRATION OF THE RFP AND THE RFP EVALUATION. SUBMISSION OF A PROPOSAL INDICATES PROPOSER'S ACCEPTANCE OF THE EVALUATION TECHNIQUE AND PROPOSER'S RECOGNITION THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY THE OWNER DURING THE EVALUATION OF PROPOSALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PROPOSER ACKNOWLEDGES THAT THE BASIS OF SELECTION AND THE EVALUATIONS SHALL BE MADE PUBLIC AFTER THE CONTRACT IS AWARDED AND WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED PERSONS, DUE TO INFORMATION CONTAINED IN SUCH EVALUATIONS.

Firm Name: _____ **Date:** _____

Authorized Signature: _____

Printed Name: _____

SIGNATURE PAGE

TYPE OR PRINT:

FIRM NAME
TITLE

AUTHORIZED REPRESENTATIVE &

STREET ADDRESS and/or P.O. BOX NO.

() _____
A/C PHONE NUMBER

CITY/STATE/ZIP CODE

() _____
A/C FAX NUMBER

FIRM'S TAX IDENTIFICATION NUMBER

E-MAIL ADDRESS

_____ /	
SIGNATURE	DATE

**CITY OF LEWISVILLE
DISCLOSURE OF INTEREST**

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh (7th) business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated Conflict of Interest Questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. Seller should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

PURCHASE ORDER TERMS & CONDITIONS

Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.

1. SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. DELIVERY TERMS AND TRANSPORTATION CHARGES: F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.

5. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this contract are "no arrival, no sale".

7. INVOICES AND PAYMENTS: (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, PO Box 299002 Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.

8. GRATUITIES: The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the City of Lewisville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by

Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

12. SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

14. RIGHT OF INSPECTION: Buyer shall have the right to inspect the goods at delivery before accepting them.

15. CANCELLATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. TERMINATION: The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. FORCE MAJEURE: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force

Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

18.ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19.WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

20.MODIFICATIONS: This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.

21.INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

22.APPLICABLE LAW: This contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

23.ADVERTISING: Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24.RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25.VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.

26.DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code

Seller should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

27. INDEPENDENT CONTRACTOR: Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.

28. TERMINATION FOR DEFAULT: Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.

29. PROTESTS: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code

Post-award protests must be submitted in written form to the City Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest.

30. INDEMNIFICATION: SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD BUYER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SELLER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY SELLER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF BUYER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SELLER AND BUYER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

31. SEVERABILITY: In case any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a): The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.

33. ADA COMPLIANCE: All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.

34. PROTECTION OF RESIDENT WORKERS: The Buyer actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Buyer's expense.

35. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

36. TEXAS GOVERNMENT CODE CHAPTER 2271. Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

37. TEXAS GOVERNMENT CODE CHAPTER 2274. Pursuant to Texas Government Code Chapter 2274, Consultant verifies the following:

- A. Consultant: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.
- B. Consultant: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274.

**CITY OF LEWISVILLE
PURCHASING DIVISION**

ADDITIONAL TERMS

ANTI-LOBBYING PROVISION

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except during City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

LAWS AND ORDINANCES

Laws and Ordinances: The Contractor shall always observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

PROTECTION OF RESIDENT WORKERS

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and

its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Contractor Name

Authorized Signature

Date

**CITY OF LEWISVILLE
PURCHASING DIVISION**

ADDITIONAL TERMS

ANTI-LOBBYING PROVISION

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except during City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

LAWS AND ORDINANCES

Laws and Ordinances: The Contractor shall always observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

PROTECTION OF RESIDENT WORKERS

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of

Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Contractor Name

Authorized Signature

Date

**CITY OF LEWISVILLE
PURCHASING DIVISION**

ANNUAL CONTRACT STANDARD PROVISIONS

Contractor and the City of Lewisville agree as follows:

1. **TERM:** The term of this annual contract is twelve-months, with the option to extend for up to three (3) additional twelve-month periods, subject to the approval of the Contractor and the City Manager, or his designee.
2. **TRANSITION TERM:** Upon the expiration of the Initial Term or any subsequent Renewal Term, the Contractor shall continue performance under this Agreement until the City has a new contract in place with either the Contractor or another provider or until the City terminates the Agreement. In no event shall this transition term exceed ninety (90) calendar days unless the City and the Contractor mutually agree otherwise in writing. The City will pay Contractor for all Services rendered in compliance with this Agreement during this transition term. If Services rendered during this transition term are not, in the City's judgment, in compliance with the requirements of this Agreement, no payment will be owed.
3. **DESCRIPTION – SALE OF GOODS AND SERVICES:** Contractor will transfer and deliver to the City, and the City will pay for and accept the City's requirements during this agreement. It is understood that quantities shown on the Bid Sheets are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than it's actual needs during the Agreement, subject to availability of appropriate funds.
4. **PURCHASE ORDER:** The City will exercise its right to specify time, place, and quantity to be delivered through the use of a purchase order.
5. **PRICE ADJUSTMENT:** All goods and services to be delivered pursuant to this Agreement, including any extensions thereof, will be purchased at the prices stated on the Contractor's Bid Sheet; provided that, at renewal or extension of the Agreement for an additional twelve-months, the prices for goods and services to be delivered during the ensuing twelve-month period may be increased or decreased to the extent of changes in the cost of material to Contractor, as reflected in written documentation provided by the Contractor to the City. The written documentation must allow the City the ability to verify all requested price adjustments.

EXHIBIT B

INSURANCE REQUIREMENTS **GENERAL CONTRACTS FOR SERVICES**

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages
Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

E. ACCEPTABILITY OF INSURERS

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or, A or better** by Standard and Poors.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.



Lewisville 2025 - Sustainability

Lewisville City Council unanimously adopted the Lewisville 2025 plan on July 14, 2014. The plan was developed after more than a year of public input and discussion that garnered hundreds of ideas and suggestions. That input was studied extensively by the Lewisville 2025 Steering Committee, City staff and professional consultants and formulated into the Lewisville 2025 plan. The plan provides a clear shared vision for the kind of community Lewisville wants to be when it turns 100 years old in 2025: a place that people choose to live, work and visit.

Lewisville 2025 identifies nine “Big Moves” to guide the community’s efforts toward being a thriving, desirable community. One of these Big Moves is sustainability. Lewisville defines sustainability in this way:

Limited resources, such as land, water, energy, clean air, natural assets, and public funds are used efficiently to provide a desirable quality of life and business climate today without reducing Lewisville’s ability to provide the desired quality of life and business climate for success of future generations.

The Purchasing Division’s goal is to support and encourage sustainable management practices through the purchase and use of materials, products and services that demonstrate environmental stewardship as well as fiscal and social responsibility. To that end, Lewisville will consider environmental factors such as but not limited to, recycled content, product life cycle, waste reduction, energy efficiency, toxicity, water consumption, and human health impacts when making purchasing recommendations. To assist City staff with evaluating these factors, prospective vendors may be required to provide specific information about their products and services that addresses environmental impacts.

Does Product or Service:	Yes	No	Details
Reduce energy consumption			
Reduce toxicity, including emissions			
Reduce waste			
Contain recyclable materials			
Reduce water consumption			
List other environmental impacts			

Attach supporting documentation if needed

VENDOR SUPPLEMENTAL INFORMATION

The following information is required for contract development.

1. In what state was your business formed? _____

2. Provide the following information for the person authorized to execute contracts on behalf of your organization:

Name _____ Title _____
Email Address _____ Telephone No. _____
Mailing Address _____ City _____ State _____ Zip _____

3. Provide the following information for the contact person authorized to implement this contract on behalf of your organization:

Name _____ Title _____
Email Address _____ Telephone No. _____
Mailing Address _____ City _____ State _____ Zip _____

4. Provide the following information for the person authorized to receive notices and communications regarding this contract on behalf of your organization:

Name _____ Title _____
Email Address _____ Telephone No. _____
*Physical Business Address _____ City _____ State _____ Zip _____

**Notices and communications will be mailed to this physical address*

5. Select and complete one of the following:

a. **Sole Proprietorship**
i. Legal name of Sole Proprietor: _____
ii. Physical business address: _____
City _____ State _____ Zip _____

b. **General Partnership**
i. Legal name of Partnership: _____
ii. Physical business address: _____
City _____ State _____ Zip _____

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VENDOR SUPPLEMENTAL INFORMATION

- c. **Limited Partnership**
- i. Legal name of Limited Partnership: _____
- ii. General Partner(s):
- If a legal entity, name of the entity: _____
 - If an individual, name of the individual: _____
- iii. Physical business address: _____
- City _____ State _____ Zip _____
- d. **Corporation**
- i. Legal name of Corporation: _____
- ii. Physical business address _____
- City _____ State _____ Zip _____
- e. **Limited Liability Company**
- i. Legal name of Limited Liability Company: _____
- ii. Physical business address _____
- City _____ State _____ Zip _____
- f. **Other Entity (not listed)**
- i. Legal name and type of Company: _____
- ii. Physical business address _____
- City _____ State _____ Zip _____

6. Does your business have 10 or more full-time employees? No Yes

7. a. Are you a publicly traded business? No Yes – where traded: _____

b. Are you a wholly owned subsidiary of a publicly traded business? No Yes – which publicly traded business: _____

8. a. Is your business registered with the Texas Secretary of State? No Yes

b. If yes, please provide records or screenshot(s) from the Texas Secretary of State's website reflecting the name or names for which your business has been registered.

In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

Addendum #1

23-22-P Holiday Decorations Program

The City of Lewisville has two trees listed in the RFP, however there is pricing for only one. Is this correct & where will the replacement tree(s) be located?

The City owns two conical trees that were used in previous holiday seasons. The main tree for Wayne Ferguson Plaza will remain, and the tree called out in the RFP is for replacing the second tree, which was previously located in North Poydras Plaza. The new tree will be placed in North Poydras Plaza, next to the pedestrian walkway, and in view of drivers on Main Street. (The tree must not impact lights on Main Street and must allow for ADA minimum clearance on the pedestrian walkway.)

Are there two separate contracts for Holiday Lighting Installation and Holiday Decoration Program? Is the City requiring both contracts to be awarded to the same vendor?

Yes, these are two different projects and will be awarded separately. The City does not require the contracts to be awarded to the same vendor.

There are more than 10 light poles in the areas between Charles & Mill Streets, what are you considering the light poles?

There are more than 10 decorative light poles in the area spread out between Charles & Mill Street, but not all of them are suitable for decorations due to fixtures or trees. Main Street is the focus of the project, and the City would prefer decorations to be focused in this area; however, should the budget allow for additional decorations, they may be considered for poles on Charles and Mill streets separately.

Do you put Christmas Banners on the poles?

Yes, there are banners announcing the City of Lewisville's holiday festival that have previously been left in place throughout the season to serve as festival banners and seasonal decoration. The City is interested in putting up Christmas banners after the conclusion of the holiday festival (first weekend in December).

Wreaths around the poles on Main Street may not be feasible. Would the City consider an alternative to the wreath decorations instead?

Yes, the City is open to alternatives to the wreath decorations. The alternatives should be outlined in your proposal and have a design consistent with the other decorations included in the decoration program.

Where is North and South Poydras Plaza located?

See map of decoration locations, added to the project files for landmarks.

Where will the area one walkthrough feature be placed?

The location for the walkthrough feature is just north of the conical tree placed in North Poydras Plaza, toward the exit leading to Wayne Ferguson Park. This location may vary between North & South Poydras plazas in future holiday seasons. The City will make the determination of the feature's location prior to the start of each holiday season.

Where are the monuments listed for Grand Theater, and are they along Charles Street?

See map of decoration locations, added to the project files for landmarks.

In the Bid table, there are line items for additional optional decoration. Do we have to include additional options?

No, you are not required to submit pricing for additional options if the decorations exceed the maximum budget capacity, or if your company does not wish to provide optional pieces. If you do provide pricing for additional options, the proposal must include descriptions and information regarding each option for the City to review.

The budget for one-time costs does not include storage, maintenance, or installation?

No, storage, maintenance, and installation are covered under the annual costs pricing section.

When is the City's Tree Lighting Ceremony & Holiday Festival?

The tree lighting ceremony will be on December 1st of 2023. The Holiday festival will be December 2nd, 2023. The contractor shall contact the City's Representative no later than first Friday of November for the exact date and time of the City's Festival events each year.



Addendum #2

23-22-P Holiday Decorations Program

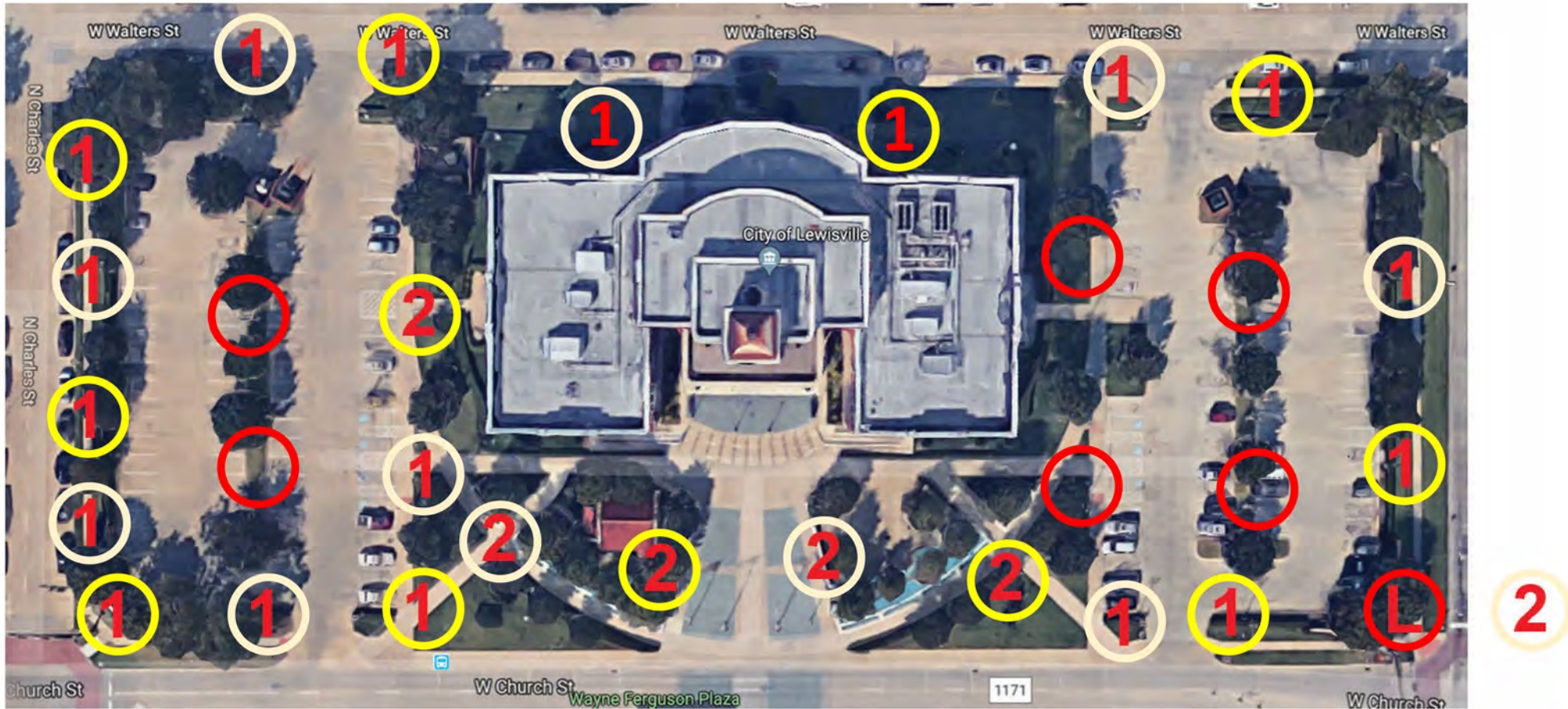
Please confirm, the riser will be provided by the city and painted to match the theme of tree decorations by the city. Vendor is only responsible for providing anchoring system for tree.

The City will require input from the selected vendor about the size, strength, and paint colors for the riser. The City will build and provide the riser for the event; however, the selected vendor will be required to provide storage for the riser along with the other event items.

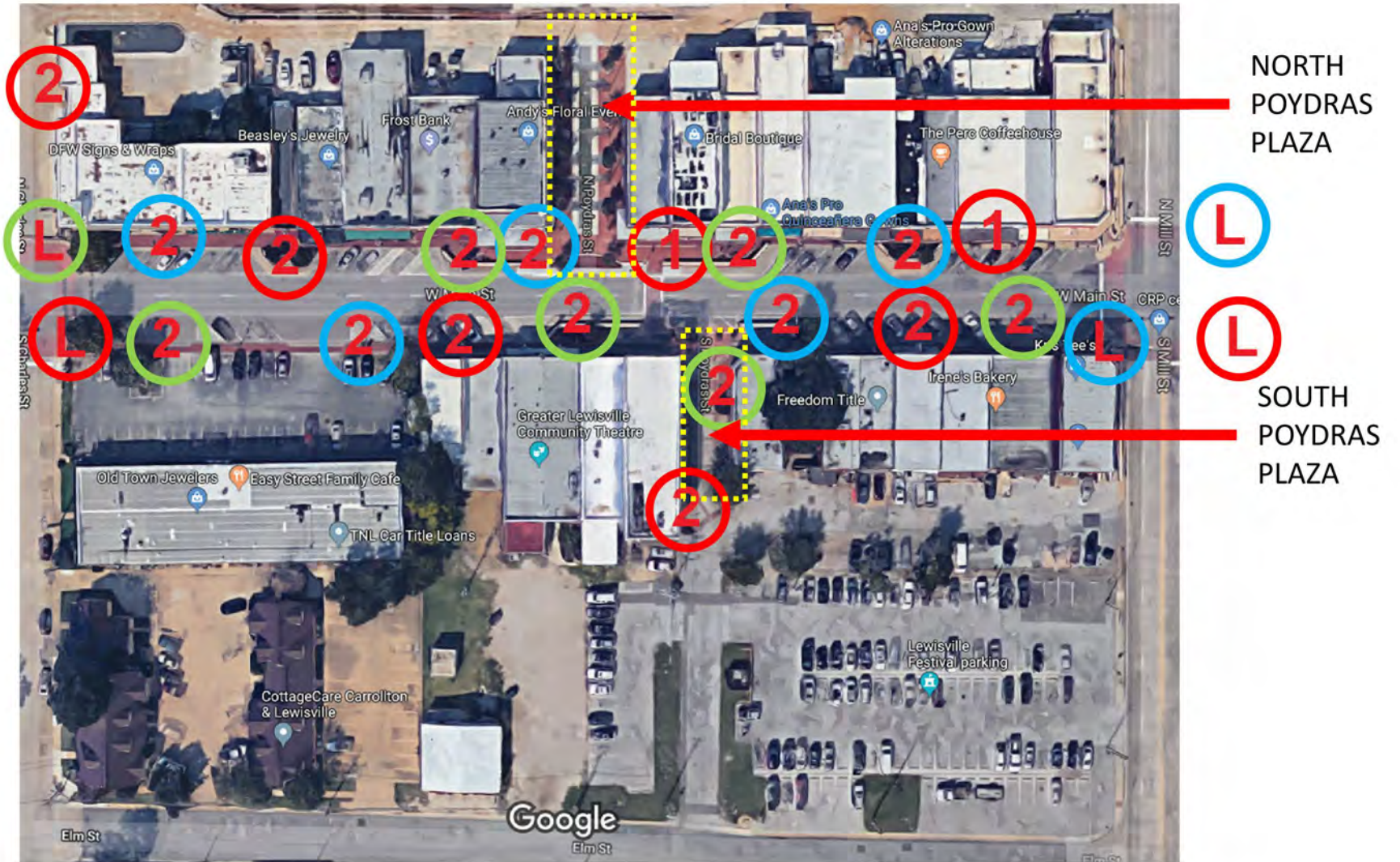
Submitting Alternate Design Ideas

We are going to present an alternate idea to pole mount wreaths due to feasibility. There is a line item on the spreadsheet for pole mount wreaths specifically. Can we put our price for the alternate on that line item, or how should we submit it?

Yes, submit your pricing for the alternative on the same line item as the pole mount wreaths, but describe & give detail on the alternative recommendation in your proposal that would replace the pole mounted wreaths.



DECORATIVE LIGHT POLE LOCATIONS (ALL)





← (south side of Church Street as it curves south)



W Walters St

W Walters St

W Walters St

W Walters St

W Walters St

N

E Wa

N Mill St

N Mill St

N Mill St

N Mill St

2

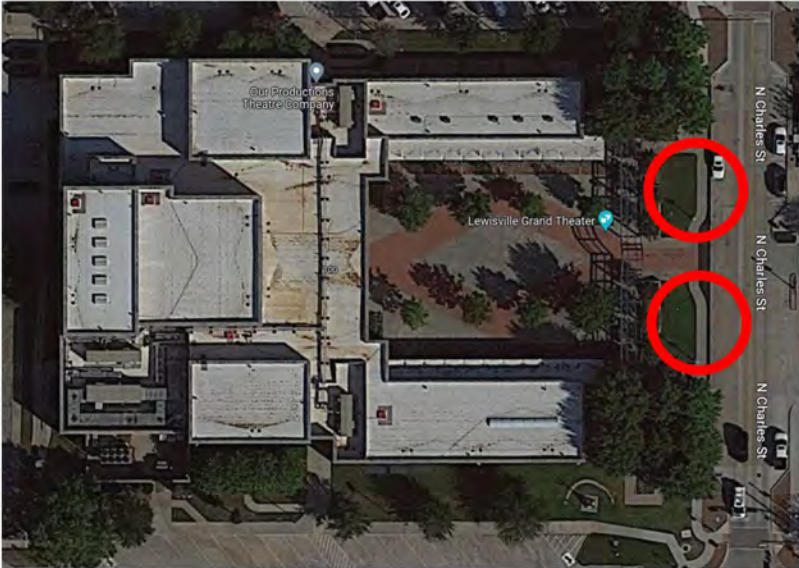
2

2



X = CURRENT TREE PLACEMENT (WILL REMAIN)

WAYNE
FERGUSON
PLAZA



MONUMENT SIGN LOCATIONS

**CITY OF LEWISVILLE
PRE-PROPOSAL
RFP #23-22-P Pre-Proposal Meeting
2:00 P.M., Tuesday, June 27, 2023**

	NAME (PRINT)	COMPANY	PHONE NUMBER	EMAIL ADDRESS
1	Kristi Byrd <i>KBY</i>	City of Lewisville	972-219-3764	kbyrd@cityoflewisville.com
2	James Kunke <i>JK</i>	City of Lewisville	972-219-3726	jkunke@cityoflewisville.com
3	Nicole Haney <i>NH</i>	City of Lewisville	972-219-5053	nhaney@cityoflewisville.com
4	MELISSA BEHEN	Christmas company	909) ²³⁹ 1986	MELISSA.BEHEM@CHRISTMAS-20.COM
5	Justin Lubbers	Premier Christmas	903 714 0106	Justin@PremierChristmas.com
6	Scott Beckley	Premier Christmas	817 565 2814	scott@premierchristmas.com
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