



**REQUEST FOR PROPOSAL**  
**INSTRUCTIONS/TERMS OF CONTRACT**  
**SPECIFICATIONS**  
**FOR**  
**RFP #168 - HOLIDAY LIGHTS PROGRAM**

**PER**  
**THE CITY OF COPPELL SPECIFICATIONS**  
**AT**  
**THE CITY OF COPPELL**  
**TOWN CENTER**  
**PROCUREMENT SERVICES DEPARTMENT**

**OPENING DATE: TUESDAY, AUGUST 27, 2019 10:00 a.m., CENTRAL TIME**



## REQUEST FOR PROPOSAL

Return Proposal To: City of Coppell  
Procurement Services Department  
255 Parkway Blvd.  
Coppell, Texas 75019

The enclosed ***Request for Proposal*** are for your convenience in bidding the enclosed referenced products and/or services for the City of Coppell. **Sealed proposals shall be received no later than: TUESDAY, AUGUST 27, 2019, 10:00 a.m., Central Time.**

### MANDATORY PRE-PROPOSAL MEETING

The City of Coppell will have a mandatory pre-bid conference **Tuesday, August 20, 2019, 10:00 a.m. at: 255 Parkway Blvd. Coppell, TX 75019**

Please reference **RFP #168** in all correspondence pertaining to this bid and affix this number to outside front of bid envelope for identification. All bids shall be to the attention of the Procurement Services Department.

The City of Coppell appreciates your time and effort in preparing a proposal. Please note that all **proposals must be received at the designated location by the deadline shown**. Proposals received after the deadline will be returned unopened and shall be considered void and unacceptable. Proposal opening is scheduled to be held in the Office of the Chief Procurement Officer, 255 Parkway Boulevard, Coppell, Texas. **You are invited to attend.**

If Bidder desires not to bid at this time, but wishes to remain on the commodity bid list, please submit a **"NO BID"** response (same time/location). The City of Coppell is always very conscious and extremely appreciative of the time and effort expended to submit a bid. However, on "NO BID" responses please communicate any bid requirement(s) which may have influenced your decision to "NO BID."

If response is not received in the form of a "BID" or "NO BID" for three (3) consecutive Invitation to Bid, Bidder shall be removed from said bid list. However, if you choose to "NO BID" at this time but desire to remain on the bid list for other commodities, please state the specific product/service for which your firm wishes to be classified.

Awards should be made approximately three weeks following the proposal opening date. To obtain results, or if you have any questions, please contact the Procurement Department at 972-304-3698.



**REQUEST FOR PROPOSAL**  
**INSTRUCTIONS/TERMS OF CONTRACT**

**RFP #168**

By order of the City Council of the City of Coppell, Texas, sealed proposals will be received for:

**HOLIDAY LIGHTS PROGRAM**

**TO PROVIDE** for a two (2) year Contract commencing within thirty (30) days after the date of the award and continuing for a twenty-four (24) month period. The City of Coppell, reserves the right to extend this contract for three (3) additional one-year periods as it deems to be in the best interest of the city.

**IT IS UNDERSTOOD** that the City Council of the City of Coppell, Texas reserves the right to reject any and/or all bids for any/or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of the City of Coppell.

**PROPOSALS MUST BE** submitted on the pricing forms included for that purpose in this packet. Each proposal shall be placed in a separate sealed envelope, with **each page manually signed by a person having the authority to bind the firm in a Contract** and marked clearly on the outside as shown below. **FACSIMILE OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED!**

**SUBMISSION OF PROPOSALS:** Sealed proposals shall be submitted no later than 10:00 a.m., Tuesday, August 27, 2019, the address as follows:

City of Coppell  
Procurement Services Department  
255 Parkway Blvd.  
Coppell, Texas 75019

**PUBLIC NOTICE STATEMENT FOR ADA COMPLIANCE**

The City of Coppell acknowledges its responsibility to comply with the Americans With Disabilities Act of 1990. Thus, in order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, and amanuenses) for participation in or access to the City of Coppell sponsored public programs, services and/or meetings, the City requests that individuals make request for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact Kori Allen, ADA Coordinator or another designated official at (972) 462-0022, or (TDD 1-800-RELAY, TX 1-800-735-2989).

**City of Coppell****RFP #168 – HOLIDAY LIGHTS PROGRAM**

**Closing Date & Time: Tuesday, August 27, 2019 @ 10:00 a.m.  
(Central Time)**

<b>Solicitation Schedule</b>	<b>Dates</b>
RFP Issued	Friday, August 9, 2019
Pre-Proposal Conference ( <b>Mandatory</b> ) Voluntary site visit to follow	10:00 a.m., Tuesday, August 20, 2019
Deadline for Questions	5:00 p.m., Friday, August 23, 2019
<b>Sealed Proposals Due to the City</b>	<b>10:00 a.m., Tuesday, August 27, 2019</b>
*Presentations	Week of September 3, 2019
*Contract Award/Proposed Council Approval	Tuesday, September 24, 2019
*Start Implementation	October 7, 2019

**\*Estimate**

***The dates BEFORE RFP opening are firm unless changed through an Addendum. Dates after RFP opening are proposed dates and the City reserves the right to modify this schedule at the City's discretion. Notification of changes in the response due date would be posted on Bidsync.com.***

***All times and dates are Central Standard Time.***

**FUNDING:** Funds for payment have been provided through the City of Coppell budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.

**LATE BIDS:** Proposals received in the City of Coppell Procurement Services Department after submission deadline will be considered void and unacceptable. The City of Coppell is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Procurement Services Department shall be the official time of receipt.

**ALTERING BIDS:** Proposals cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**WITHDRAWAL OF BID:** A proposal may not be withdrawn or canceled by the Bidder without the permission of the City for a period of ninety (90) days following the date designated for the receipt of proposals, and Bidder so agrees upon submittal of their bid.

**SALES TAX:** The City of Coppell is exempt by law from payment of Texas State Sales Tax and Federal Excise Tax. Bidder shall include any sales taxes from concession sales of taxable items on City property in the total price of the sale and shall be responsible to report and pay such taxes in a timely manner.

**BID AWARD:** The City reserves the right to award any combination of the six areas as is deemed in the best interest of the City. The City also reserves the right to not award one or none of the areas.

**CONTRACT:** This proposal, when properly accepted by the City of Coppell, shall constitute a Contract equally binding between the successful Bidder and the City. No different or additional terms will become a part of this Contract with the exception of Change Orders.

**CHANGE ORDERS:** No oral statement of any individual shall modify or otherwise change, or affect the terms, conditions or Specifications stated in the resulting Contract. All Change Orders to the Contract will be made in writing by the City's Chief Procurement Officer.

**IF DURING THE** life of the Contract, the successful Bidder's net prices to other customers for items awarded herein are reduced below the Contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Coppell.

**A PRICE** redetermination may be considered by the City only at the anniversary date of the Contract and shall be substantiated in writing (i.e., Manufacturer's direct cost, postage rates, Railroad Commission rates, Wage/Labor rates, etc.). The Bidder's past history of honoring Contracts at the proposal price will be an important consideration in the evaluation of the lowest

and best proposal. The City reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City.

**DELIVERY:** all delivery and freight charges (F.O.B. City of Coppell) are to be included in the bid price.

**DELIVERY TIME:** Bids shall show number of days required to place goods ordered at the City's designated location. Failure to state delivery time may cause bid to be rejected. Successful Bidder shall notify the Procurement Services Department immediately if delivery schedule cannot be met. If delay is foreseen, successful Bidder shall give written notice to the Purchasing Agent. The City has the right to extend delivery time if reason appears valid. Successful Bidder must keep the Procurement Services Department advised at all times of the status of the order.

**CONFLICT OF INTEREST:** No public official shall have interest in this Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**DISCLOSURE OF CERTAIN RELATIONSHIPS** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor 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 City of Coppell not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. 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.

**ETHICS:** The Bidder shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of the City of Coppell.

**EXCEPTIONS/SUBSTITUTIONS:** All proposal meeting the intent of this Request for Proposal will be considered for award. Bidders taking exception to the Specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. In the absence of such, a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the Specifications of the Invitation. The City of Coppell reserves the right to accept any and all, or none, of the exception(s)/substitution(s) deemed to be in the best interest of the City.

**ADDENDA:** Any interpretations, corrections or changes to this Request for Proposal will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Coppell Procurement Services department. Bidders shall acknowledge receipt of all addenda.



**DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City's Chief Procurement Officer. Bidders shall acknowledge receipt of all addenda.

**BID MUST COMPLY** with all federal, state, county, and local laws concerning these types of service(s).

**DESIGN, STRENGTH, QUALITY** of materials must conform to the highest standards of manufacturing and engineering practice.

All items supplied against credit must be new and unused, unless otherwise specified, in first-class condition and of current manufacturer.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective Bidder must affirmatively demonstrate Bidder's responsibility. A prospective Bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

**REFERENCES:** The City requests Bidder to supply, with this Request for Proposal, a list of at least three (3) references where like products and/or services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

**BIDDER SHALL PROVIDE** with this proposal, all documentation required by this Request for Proposal. Failure to provide this information may result in rejection of proposal

**SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless the City of Coppell and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from bid award. Successful Bidder indemnifies and will indemnify and save harmless the City from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful Bidder shall pay any judgment with costs which may be obtained against the City growing out of such injury or damages. In addition, Contractor shall obtain and file with Owner City of Coppell a Standard Certificate of Insurance and applicable policy endorsement evidencing the required coverage and naming the owner City of Coppell as an additional insured on the required coverage.

**WAGES:** Successful Bidder shall pay or cause to be paid, without cost or expense to the City of Coppell, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

**TERMINATION OF CONTRACT:** This Contract shall remain in effect until Contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful Bidder must state therein the reasons for such cancellation. The City of Coppell reserves the right to award canceled Contract to next lowest and best Bidder as it deems to be in the best interest of the City of Coppell.

**TERMINATION FOR DEFAULT:** The City of Coppell reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this Contract. The City of Coppell reserves the right to terminate the Contract immediately in the event the successful Bidder fails to:

1. Meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these Specifications.

Breach of Contract or default authorizes the City of Coppell to exercise any or all of the following rights:

1. The City may take possession of the assigned premises and any fees accrued or becoming due to date;
2. the City may take possession of all goods, fixtures and materials of successful Bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful Bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City shall give the successful Bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful Bidder, default will be declared and all the successful Bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that the City of Coppell shall not be liable to prosecution for damages in the event that the City declares the Bidder in default.

**NOTICE:** Any notice provided by this bid (or required by law) to be given to the successful Bidder by the City of Coppell shall conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Coppell, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**PATENTS/COPYRIGHTS:** The successful Bidder agrees to protect the City of Coppell from claims involving infringement of patents and/or copyrights.

**CONTRACT ADMINISTRATOR:** Under this Contract, the City of Coppell may appoint a Contract Administrator with designated responsibility to ensure compliance with Contract requirements, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the City of Coppell Procurement Services Department (which has the overall Contract Administration responsibilities) and the successful Bidder.

**PURCHASE ORDER:** A Purchase Order(s) shall be generated by the City of Coppell to the successful Bidder. The Purchase Order number must appear on all itemized invoices and packing slips. The City of Coppell will not be held responsible for any orders placed/delivered without a valid current Purchase Order number.

**PACKING SLIPS** or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful Bidder, (b) name and address of receiving department and/or delivery location, (c) Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.

**INVOICES** shall show all information as stated above, shall be issued for each Purchase Order and shall be mailed directly to the City of Coppell Facilities Department, 255 Parkway Blvd., Coppell, Texas 75019, or emailed to Halie Hernandez, [hhernandez@coppelltx.gov](mailto:hhernandez@coppelltx.gov).

**PAYMENT** will be made upon receipt and acceptance by the City of Coppell for any item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful Bidder(s) required to pay subcontractors within ten (10) days.

**ITEMS** supplied under this Contract shall be subject to the City's approval. Items found defective or not meeting Specifications shall be picked up and replaced by the successful Bidder at the next service date at no expense to the City of Coppell. If item is not picked up within one (1) week after notification, the item will become a donation to the City for disposition.

**SAMPLES:** When requested, samples shall be furnished free of expense to the City of Coppell.

**WARRANTY:** Successful Bidder shall warrant that all items/services shall conform to the proposed Specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. A copy of the warranty for each item being bid must be enclosed. Failure to comply with the above requirements for literature and warranty information could cause bid to be rejected.

**REMEDIES:** The successful Bidder and the City of Coppell agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in the City of Coppell, Texas.

**ASSIGNMENT:** The successful Bidder shall not sell, assign, transfer or convey this Contract, in whole or in part, without prior written consent of the City of Coppell.

**SPECIFICATIONS** and model numbers are for description only. Bidder may bid on description only. Bidder may bid on alternate model but must clearly indicate alternate model being bid. Bidder must enclose full descriptive literature on alternate item(s).

**SILENCE OF SPECIFICATION:** The apparent silence of these Specifications as to any detail or to the apparent omission 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.

Each insurance policy to be furnished by successful Bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Coppell by Certified Mail thirty (30) days prior to cancellation or upon any material change in coverage.

**BID NOTIFICATION:** City of Coppell utilizes the following procedures for notification of bid opportunities: [www.bidsync.com](http://www.bidsync.com) and the *Coppell Citizens Advocate*. These are the only forms of notification authorized by the city. Coppell shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the vendor's responsibility to verify the validity of all bid information received by sources other than those listed.

**EMPLOYMENT ELIGIBILITY VERIFICATION:** The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice form I-9. The contractor/vendor warrants that contractor/vendor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the city. Contractor/vendor warrants that contractor/vendor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

**ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES:** Bidders are encouraged to offer Energy Star, GreenSeal, EcoLogo and/or EPEAT certified products. The city also encourages bidders to offer products and services that are produced or delivered with minimal use of virgin materials and maximum use of recycled materials and reduce waste, energy usage, water utilization and toxicity in the manufacture and use of products.

**ANY QUESTIONS** concerning this Request for Proposal should be directed to the Procurement Services Department at 972-304-3698.

**COOPERATIVE PURCHASING**

As permitted under Government Code, Title 7, Chapter 791.025, other governmental entities may wish to cooperatively purchase under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Coppell and Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Coppell shall not be held responsible for any orders placed, deliveries made, or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

**IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PIGGYBACK OFF THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?**

\_\_\_\_\_ **YES**

\_\_\_\_\_ **NO**

**CERTIFICATIONS AND REPRESENTATIONS**

**M/WBE STATUS**

\_\_\_\_\_ IS CERTIFIED AS A:

(CHECK ONE, IF APPLICABLE)

DISADVANTAGED BUSINESS ENTERPRISE \_\_\_\_\_

MINORITY-OWNED BUSINESS ENTERPRISE \_\_\_\_\_

WOMEN-OWNED BUSINESS ENTERPRISE \_\_\_\_\_

PLEASE ATTACH OFFICIAL DOCUMENTATION FROM THE STATE OF TEXAS OR OTHER QUALIFIED CERTIFICATION AGENCY OF M/WBE STATUS OF YOUR COMPANY WITH THIS BID/PROPOSAL.

\* \* \* \* \* NOTE \* \* \* \* \*

THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE BID AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT.)

**IMPLEMENTATION OF HOUSE BILL 1295****Certificate of Interested Parties (Form 1295):**

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

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret [House Bill 1295](#).

The form may be obtained and completed at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**\*Please note that this form only has to be completed once the contract is awarded and before contract is executed.**



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



**RFP #168**  
**HOLIDAY LIGHTS PROGRAM**  
**(CONFLICT OF INTEREST)**

**FOUR COPIES AND ONE DIGITAL MUST BE RETURNED TO THE PROCUREMENT SERVICES DEPARTMENT NO LATER THAN 10:00 a.m., CENTRAL TIME, TUESDAY, AUGUST 27, 2019.**

## **STATEMENT OF WORK**

### **BACKGROUND**

Conveniently located in the center of the Dallas/Ft. Worth Metroplex, Coppell is described as a beautiful, quiet and safe city. Attractive and consistently maintained corridors, streets, alleys, and streetscapes add value to the community. It is our desire that you will visually know when you are entering and exiting Coppell. We thrive on our dedicated commitment to the citizens to provide continuous opportunities for building community throughout the year. Through the annual city sponsored Special Events, we are able to provide such an experience for the community. Every December, the City hosts a Lighted Parade and Tree Lighting Ceremony which officially kicks off the Holiday season in Coppell. The event begins with a parade in which all floats are lighted and themed to represent the holiday spirit in Coppell. The parade ends at Andrew Brown East where the annual Tree Lighting Ceremony takes place. This ceremony includes the official lighting of all City facilities, buildings, and trees. Excellent city services, outstanding parks and facilities, safe neighborhoods, strong churches, and exemplary schools all provide for a high quality lifestyle and sense of community. It is our desire to maintain this standard of quality visually through the Holiday lights and decorations. Therefore, the City of Coppell is seeking a highly qualified and reputable holiday lights and décor vendor to install, maintain, and take down all city facility lights as well as, design and decorate the inside of Town Center.

## **SECTION 1 - SPECIFICATIONS**

### **1.1 INTRODUCTION**

- 1.1.1 The City of Coppell invites sealed proposals from qualified vendors to provide a turn-key approach for the City's holiday light program. The Program may include but is not limited to holiday lights and decoration, artistic projections and other entertainment elements as agreed upon between Contractor and City throughout specified areas of the City.
- 1.1.2 Contractors shall be responsible for design, installation, maintenance, removal, packaging, storage and transport of seasonal lighting and non-lighted decorations.
- 1.1.3 Services provided by Contractor include materials, labor, supplies, equipment, tools, transportation and other items necessary for installation and execution of the Program.

### **1.2 SCOPE**

- 1.2.1 The City of Coppell desires to utilize the uniqueness of its parks and facilities to create a dramatic holiday light display that will decorate and benefit the community during the holiday season.

### **1.3 LIGHTING AND DECORATIONS PLAN**

1.3.1 The City has identified three areas to be decorated with several optional areas. City Council has budgeted **\$150,000.00** for this project. 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.

1.3.2 AREA ONE – Facilities

- Cozby Library and Community Commons – 177 N. Hartz Road
- The CORE – 234 E. Parkway Blvd.
- Grapevine Springs Community and Senior Center – 345 W. Bethel Road
- Wagon Wheel Tennis Center – 950 Creekview Dr.
- Fire Station #1 – 520 Southwestern Blvd.
- Fire Station #2 – 366 S. MacArthur Blvd.
- Fire Station #3 – 133 E. Parkway Blvd.
- Biodiversity Education Center – 367 Freeport Parkway
- Justice Center – 130 Town Center Blvd.
- Town Center Business Park - 265 E. Parkway Blvd
- Andrew Brown East – 260 Parkway Blvd
  - o Grand Pavilion
  - o Restroom Building
  - o Phillips Pavilion
- Service Center- 816. S Coppell Road
- Animal Shelter and Adoption Center- 821 S. Coppell Road
- Old Fire Administration – 500 Southwestern Blvd
- Life Safety Park – 820 S. Coppell Rd.
- Rolling Oaks Columbarium and Pavilion – 400 S. Freeport Pkwy
- Town Center – 255 Parkway Blvd.

\*The facilities listed consist of a minimum of building lights.

1.3.3 AREA TWO – Town Center – 255 Parkway Blvd. (Front, Back, Interior)

- FRONT of Town Center:

- Area decorated consists of numerous trees in front of Town Center with power run to the base of most trees.
- The City is also looking for a Christmas tree (19' or larger) to stage directly in front of Town Center, including lights and decorations for the tree.
- Install six (6) City owned lit wreaths.
- Decorate front and rear columns.

- INTERIOR of Town Center:

- In the past, the city has decorated the atrium with three artificial trees; a nine (9), a twelve (12) and a fifteen (15) foot tree decorated with lights, ornaments, bows, and sprays to create a holiday theme. Wreaths, garland, and swags were also used to decorate the stair railing and other open areas. These items are available to use.

1.3.4 AREA THREE – Andrew Brown East – 260 E. Parkway Blvd.

- Grand Pavilion, Phillips Pavilion and Restroom Structure

- Lighted Parade & Tree Lighting Ceremony event area
- The City hosts an annual tree lighting event in this area. The City is looking for proposals from potential contractors to provide the number and design of trees decorated based on what would provide the best appearance for the event.
- Area decorated consists of numerous trees with power ran to the base of some trees.
- One artificial Christmas tree (minimum 30' or larger) must be included and set up in the park.

1.3.5 AREA FOUR – Old Town Coppell – 768 W. Main St.

-Pavilion & Square

- Area decorated includes numerous trees with power source at each.

-Light Poles – existing garland and bows, available for use, but also open to suggestions

-Banners – Installation only

-Live tree, at least 20' to be located at the Farmers Market Pavilion

-Windmill (in Old Town) – 700 Block of S. Coppell Road

-Restroom Facility Old Town- 768 W. Main Street

-Kirkland House – 700 Block of S. Coppell Road

-Old Minyard's – 431 W. Bethel Rd

1.3.6 AREA FIVE- Photo Opportunities

1. Photo opportunities – Provide five (5) areas for outdoor photo opportunities in TBD areas within the City. Can consist of backdrop or other Holiday décor props.

1.3.7 AREA SIX - Monuments

1. The decorating of six (6) monuments entering Coppell, located at:

- a. East Beltline
- b. North Denton Tap
- c. West Bethel Road
- d. East and West Sandy Lake
- e. North Freeport Pkwy (at 121)

1.3.8 AREA SEVEN - Bridges

## 1. Lighting and/or decorating bridges in Coppell located at:

STREET	LOCATION	LENGTH (LF)
FREEPORT PKWY	EAST SIDE OF BRIDGE	220
FREEPORT PKWY	WEST SIDE OF BRIDGE	440
N COPPELL RD	EAST SIDE OF COPPELL, JUST NORTH OF BETHEL	49
N COPPELL RD	WEST SIDE OF COPPELL, JUST NORTH OF BETHEL	49
N DENTON TAP RD	NB OVER COTTONWOOD CREEK	92
N DENTON TAP RD	NB OVER DENTON CREEK, INSIDE RAILING	312
N DENTON TAP RD	NB OVER DENTON CREEK, OUTSIDE RAILING	234
N DENTON TAP RD	SB OVER COTTONWOOD CREEK	91
N DENTON TAP RD	SB OVER DENTON CREEK	233
N MACARTHUR BLVD OVER DENTON CREEK	NORTHBOUND, EAST SIDE	266
N MACARTHUR BLVD OVER DENTON CREEK	SOUTHBOUND, WEST SIDE	266
S DENTON TAP RD	NB OVER GRAPEVINE CREEK	673
S DENTON TAP RD	SB OVER GRAPEVINE CREEK	224
S MACARTHUR BLVD	NORTHBOUND OVER GRAPEVINE CREEK, EAST SIDE	284
S MACARTHUR BLVD	NORTHBOUND OVER GRAPEVINE CREEK, WEST SIDE	290
S MACARTHUR BLVD	SOUTHBOUND OVER GRAPEVINE CREEK, EAST SIDE	293
S MACARTHUR BLVD	SOUTHBOUND OVER GRAPEVINE CREEK, WEST SIDE	299
S MOORE RD	BRIDGE OVER GRAPEVINE CREEK, EAST SIDE	195
S MOORE RD	BRIDGE OVER GRAPEVINE CREEK, WEST SIDE	195
W BETHEL RD	N SIDE E OF LOCH LN	58
W BETHEL RD	N SIDE OF W BETHEL RD OVER GRAPEVINE CREEK	160
W BETHEL RD	S SIDE E OF LOCH LN	69
W BETHEL RD	S SIDE OF W BETHEL RD OVER GRAPEVINE CREEK	155
W SANDY LAKE RD	NB OVER COTTONWOOD CREEK	197
W SANDY LAKE RD	SB OVER COTTONWOOD CREEK, INSIDE RAILING	192
W SANDY LAKE RD	SB OVER COTTONWOOD CREEK, OUTSIDE RAILING	198

	<b>TOTAL</b>	<b>5733</b>
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#### 1.4 WORK DESCRIPTIONS

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

- 1.4.1.1 Conceptual drawing indicating which trees will have featured lighting to produce the most dramatic effect
- 1.4.1.2 Style of décor and lights and decoration of trees
- 1.4.1.3 Number of strands needed and types of decorations to be used
- 1.4.1.4 Safety plan
- 1.4.1.5 Methods of installation in relation to plan and type of tree
- 1.4.1.6 Tree trimming and pruning requirements requested of the City
- 1.4.1.7 Installation and removal timeframe

**The City is looking for a traditional, yet creative, holiday design. The design for each area may be different from year to year.**

- 1.4.2 Contractor shall submit a design plan for confirmed areas to be decorated. Design plan will reflect directions noted in this RFP for each area. Contractor shall identify the following:
- Number of trees to be decorated
  - Estimated number of strands based on tree height
  - Creative approach utilized, for example, color usage when allowed, new technology being used, orientation of strands, additional decorations for purchase, etc.
  - Examples of design approach for different types of trees

#### 1.5 WORK DESCRIPTION – INSTALLATION

1.5.1 Lighting shall be installed, tested and fully **operational by 6:00 p.m. on the Thursday prior to Thanksgiving**. Contractor shall have all lights installed by the specified deadline.

1.5.2 The Contractor shall provide automatic timers for lights and displays except where City personnel turn lights on and off. Timers are to be turned on and set from 5:00 pm to 10:00 pm.

1.5.3 The Contractor shall work with the City's contracted Electrician.

#### 1.6 WORK DESCRIPTION – MAINTENANCE

1.6.1 Contractor shall be responsible for all related maintenance to ensure the display is operating as intended.

1.6.2 Contractor shall maintain display from the Friday prior to Thanksgiving Day through the first Monday in January. The display is to be set and turned on daily from 5:00 pm to 10:00 pm.

1.6.3 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.

1.6.4 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 the last Friday in January.

1.6.5 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.

1.6.6 The City shall pay the cost of necessary replacement light and extension cords due to vandalism at the costs indicated on the Price Sheet. 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.

**1.6.7 Contractor shall be on-site at the event on the first Saturday in December to ensure the tree lighting ceremony works properly.**

## **1.7 WORK DESCRIPTION – REMOVAL AND STORAGE**

1.7.1 **Contractor shall begin removal of lights displays no later than the second Monday in January. The Contractor shall complete the removal of all installed lights no later than the last Friday in January.** It is assumed that light strings are removed out of trees each year. Contractor is responsible for disposal of debris and will leave the areas clean and free of debris.

1.7.2 Contractor is responsible to provide storage for lighting during the terms of the Agreement. All lighting will remain the property of the Contractor.

## **1.8 COMPENSATION**

1.8.1 Contractor shall provide all design and labor services, products and materials under this Agreement for a not-to-exceed amount of \$150,000.00. 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.

## **1.9 TIME**

1.9.1 The parties acknowledge that time is of the essence in the performance of the terms of this Contract

## **1.10 LIQUIDATED DAMAGES**

The Contractor shall pay the Owner the sum of \$250.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and



payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

## **SECTION 2 – INSTRUCTION TO OFFERORS**

### **2.1 ON-SITE INVESTIGATION**

Offeror's are strongly encouraged to view all of the City's facilities that may be referenced in the Scope of Work prior to submitting their proposal. The Offeror shall be responsible for examining the facility sites and comparing it with the descriptions and specifications, to have carefully examined all of the RFP Package to have satisfied themselves as to the conditions under which the work is to be performed before submitting a proposal and entering into the contract. No allowance shall subsequently be made on behalf of Offeror on account of an error on its part or its negligence or failure to become acquainted with the conditions of the site, or surrounding areas.

### **2.2 RETURN OF OFFER**

Four (4) hard copies and one (1) digital copy. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the Submission Requirements section of this Request for Proposals (RFP). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

### **2.3 PREPARATION OF OFFER PACKAGE**

The following items shall be completed and returned. Failure to include all of the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

2.3.1 OFFER SHEET, Section 4.0

2.3.2 LIGHTING AND DESIGN PLAN, Section 5.0

2.3.3 PRICE SHEET, Section 6.0

2.3.4 REFERENCES

2.3.5 CONFLICT OF INTEREST FORM, COOPERATIVE PURCHASING FORM,  
CERTIFICATIONS AND REPRESENTATIONS FORM

2.3.6 ADDENDUM, Return all addenda (if applicable)

2.3.7 SPECIFICATIONS, Section 1.0

2.3.8 SPECIAL TERMS AND CONDITIONS, Section 3.0

## **2.4 EVALUATION CRITERIA**

The City of Coppell will evaluate proposals in terms of ability to satisfy requirements outlined in this REQUEST FOR PROPOSAL. All scores will be based on the determining factors listed under the Preparation of Offer section. The City may elect to interview one or more before final decision is made.

A point evaluation system will be used to rank the proposals. The following criteria will be used to evaluate all qualifications. The points for each criterion are listed below:

2.4.1 COST .....	35 Points
2.4.2 METHOD OF APPROACH AND CREATIVE DESIGNS.....	30 Points
2.4.3 FIRM AND PERSONNEL QUALIFICATIONS.....	15 Points
2.4.4 SAFETY.....	10 Points
2.4.5 REFERENCES.....	10 Points

## **2.5 SUBMISSION REQUIREMENTS**

Offerors shall provide written narrative responses on the criteria below. When applicable, supporting documents should be attached and reference the appropriate criterion. Offerors, at a minimum, must submit the following:

### **2.5.1 QUANTITY OF DECORATION PER AREA**

Offerors shall describe the quantity of work to be installed per area. Please include proposed number of trees, buildings and strands of lights per area.

### **2.5.2 METHOD OF APPROACH AND CREATIVE DESIGNS**

Offerors shall detail their method of handling the City's holiday lights program requirements. Offerors shall demonstrate new technology and creative designs to enhance the City visitors' experience. Offerors should demonstrate its capabilities to perform the contract promptly or within the time specified by the City, without delay or interference. Offerors shall submit photograph samples of previous or current work.

Conceptual drawings and designs of lighting plan for all Areas (Section 1.3) shall be submitted showing:

2.5.2.1 Proposed new, unusual or unique light designs and technology.

2.5.2.2 The color scheme that highlights the creative use of color.

2.5.2.3 The unique method of lighting trees to produce the most dramatic effect.

2.5.2.4 The estimated number of light strings to complete the design in these Areas

### 2.5.3 FIRM AND PERSONNEL QUALIFICATIONS & EXPERIENCE

Offerors shall describe the company's profile and history. The summary should include, but not limited to, the firm's resources, the number of years in business and history of demonstrated competence. Include information that documents successful and reliable experience in previous performances, especially those contracts related to the design, installation and maintenance of a commercial light display. The following information should be included:

2.5.3.1 Description of previous work performed of a similar size and scope that has direct reflection on proposed project.

2.5.3.2 Identify key personnel and relevant work experience that will be assigned to this contract. Offeror should describe the key personnel's knowledge and experience in undertaking similar projects in the last five years.

2.5.3.3 If subcontractor(s) are used, Offeror shall identify the subcontractors' roles, responsibilities and relevant work experience.

### 2.5.4 REFERENCES

Offerors shall submit a minimum of three references for which the Offeror has provided similar services of municipal installations in scope within the last five years. References shall include the company name, contact person and title, telephone number, email address, dates, cost and description of project(s).

2.5.5 DESIGN AND COST City Council has budgeted \$150,000 for this project. Offerors shall complete the Lighting and Design Plan Sheet, Section 5.0 and Price Sheet, Section 6.0.

## 2.6 PRESENTATION

The City intends to award the contract to the most responsible and responsive proposer and will ask the finalists to prepare a presentation further explaining previous work and how they intend to meet the needs of the City of Coppell's Holiday Lights Program.

## 2.7 PROPRIETARY INFORMATION

Offerors shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in a rejection of the bid. Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of proprietary information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the proprietary information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the proprietary information.

## **2.8 ADDITIONAL INVESTIGATIONS**

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.

## **2.9 ADDITIONAL INFORMATION**

The City reserves the right to secure additional information from the Offeror in various forms and/or to award based on submitted information.

## **2.10 EVALUATION AND AWARD OF CONTRACT**

In accordance with City Code, the contract shall be awarded to the most responsive, responsible Offeror whose proposal is the most satisfactory and advantageous to the City based on the factors set forth in the RFP Package. The City shall be the sole judge as to the acceptability of the products or services offered.

Notwithstanding any other provision of the RFP Package, the City expressly reserves the right to:

- (1) Waive any immaterial defect or informality; or
- (2) Reject any or all Offers, or portions thereof; or
- (3) Cancel/Reissue an RFP

All responses to this RFP are offers to contract with the City and shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP Package. Offers do not become contracts unless and until they are formally accepted by the City.

The City reserves the right to clarify any contractual terms with the concurrence of Offeror, however, any substantial non-conformity in the Offer shall be deemed nonresponsive and the Offer rejected. No alteration of any contract resulting from an Offer may be made without the express written approval of the Purchasing Agent in

the form of an official contract amendment. Any attempt to alter any such contract without such approval is a violation of the contract. Any such action is subject to legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Offeror.

PLEASE NOTE: The City of Coppell will draft the contract for the Holiday Lights Program services between the City and the successful Proposer. \*\*No vendor contracts will be signed by the City\*\*

## **2.11 OFFER ERRORS, OMISSIONS AND CORRECTIONS**

The City will not be responsible for any Offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.

## **2.12 WITHDRAWAL OF OFFER**

At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the offer by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

## **2.13 INQUIRIES**

Any question(s) related to this RFP shall be directed to the Procurement Services Department 972-304-3698. Questions should be submitted through [www.bidsync.com](http://www.bidsync.com) no later than Tuesday, August 9, 2016 at 5:00 p.m. All questions and answers will be answered in a public forum. The City shall not be responsible for Offeror's adjusting their proposal based on any oral instructions made by any employees or officers of the City. All changes to the RFP shall be in the form of a written addendum, which shall be furnished to all Offeror's who are listed with the City as having received the original RFP.

The City shall not respond to any requests for information pertaining to specifications received less than three working days (Monday–Friday, excluding holidays) before the proposal opening. Any interpretation or correction of the RFP documents shall be made only by written addendum and a copy of each addendum shall be mailed, faxed or delivered to all who are known to have received an RFP Package. The City shall not be responsible for any other explanations or interpretations of the RFP Package.

# **SECTION 3 - TERMS AND CONDITIONS**

## **3.1 PUBLIC RECORD**

Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All offers submitted in response to the solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Texas Public Records Law.

If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Attorney will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

### **3.2 PRICE**

All prices quoted shall be firm and fixed for the specified contract period.

### **3.3 FOB DESTINATION**

Quoted shall be FOB destination to: City of Coppell, Texas.

### **3.4 TERM OF AGREEMENT**

The term of this agreement shall be for a two (2) year initial period. The successful Offeror ("Contractor") shall be notified as to the effective dates of the Agreement.

### **3.5 OPTION TO EXTEND**

The City may, at its option and upon mutual written agreement with the Contractor, extend the term of this agreement for an additional three (3) years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing of the City's intent to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

### **3.6 APPROPRIATION OF FUNDS**

Proposer agrees that the funds expended for the purposes of this Agreement and any renewal Agreement shall be appropriated by the City Council for each fiscal year within the Agreement period. Therefore, this Agreement shall automatically terminate, without penalty or recourse, if such funds are not appropriated for this Agreement or any renewal Agreement. The City reserves the right to adjust the scope of work based on the City Council's budgeted funds.

### **3.7 CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES**

The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best service the interest of the City. All changes shall be documented by formal amendment to the contract.

### 3.8 INSURANCE

The Contractor shall furnish and maintain during the life of the contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>
Worker's Compensation	as set forth in the Worker's Compensation Act.
Commercial General Liability (Public)	\$1,000,000 Each Accident/Occurrence. \$1,000,000 Aggregate \$1,000,000 Products & Completed Operations Aggregate.
Owner's Protective Liability Insurance	\$600,000 per occurrence \$1,000,000 aggregate
Excess/Umbrella Liability	\$1,000,000 per occurrence w/drop down coverage
Endorsement CG 2503	Amendment Aggregate Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.

#### ADDITIONAL INSURED

IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF COPPELL A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF COPPELL AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

### 3.9 CANCELLATION

The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

- 3.9.1 The Contractor provides personnel that do not meet the requirements of the contract.
- 3.9.2 The Contractor fails to perform adequately the services required in the contract.

- 3.9.3 The Contractor attempts to impose on the City personnel which are of an unacceptable quality.
- 3.9.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 3.9.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- (1) Cancel the contract;
- 2) Reserve all rights or claims to damage for breach of any covenants of the contract;
- (3) In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the Contractor by:
  - a. Deduction from an unpaid balance;
  - b. Any combination of the above or any other remedies as provided by law.

### **3.10 WARRANTIES**

Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.

### **3.11 NON-DISCRIMINATION**

By submitting this offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Subcontractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.



**Section 4 - OFFER SHEET****4.1 OFFER**

The undersigned hereby certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. The undersigned also certifies that the prices offered were independently developed without the consultation with any of the other Offerors or potential offerors.

\_\_\_\_\_  
Authorized Signature                      Company's Legal Name

\_\_\_\_\_  
Printed Name                              Address

\_\_\_\_\_  
Title                                      City, State, Zip

\_\_\_\_\_  
Telephone                              Fax Number

\_\_\_\_\_  
Authorized Signature Email Address                      Date

For questions regarding this offer: (If different from above)

\_\_\_\_\_  
Contact Name                              Phone Number

\_\_\_\_\_  
Email Address

**SECTION 5 - LIGHTING AND DESIGN PLAN**

**5.1** Please include the proposed number of trees, buildings and strands of lights in each area.

**A. Lighting and Design Plan for Areas:**

<b>Area</b>	<b>Design Plan</b>
<b>Area 1: Facilities</b>	
<b>Area 2: Town Center</b>	
<b>Area 3: Andrew Brown East</b>	

Area's Continued	Design Plan
Area 4: Old Town Coppel	
Area 5: Photo Opportunities	
Area 6: Monuments	
Area 7: Bridges	

**SECTION 6 – PRICE SHEET**

Area	Cost
1. Holiday Lights Program	
2. Town Center	
3. Andrew Brown East	
4. Old Town Coppell	
5. Photo Opportunities	
6. Monuments	
7. Bridges	
Incidentals	Cost
Cost per replacement strand of lights (100 lights per strand)	
Cost per replacement extension cord	

**Company Name:** \_\_\_\_\_**Signature:** \_\_\_\_\_**Date:** \_\_\_\_\_