



ROUND ROCK TEXAS

City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID

**DOWNTOWN CHRISTMAS LIGHTING PRODUCTS
& SERVICES**

Solicitation No. 17-025

AUGUST 2017

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**CITY OF ROUND ROCK
INVITATION FOR BID
DOWNTOWN CHRISTMAS LIGHTING PRODUCTS AND SERVICES**

**PART I
GENERAL**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks bids to establish a multiple year contract from a qualified person, firm or corporation, herein after "Bidder", who is experienced in providing "turnkey" Christmas lighting installation and removal for the holiday season. The successful vendor shall be responsible for the installation, maintenance and removal of holiday tree lighting, light displays, and above street lighting in the City of Round Rock downtown areas, herein after "Services".
2. **BACKGROUND:** The City of Round Rock (the "City") is looking to enhance Downtown by purchasing and installing lighting and light displays in specified areas of Downtown for the Holiday Season (the "Show"). The Show extends along Main Street and Brown Street and encompasses Prete Plaza, Water Tower Park and Centennial Plaza. Visitors can walk or drive the lit street and take in the magnificence of lights in the historic core of Downtown. For those walking Downtown elements will be placed around the City's water tower to enhance the experience walk through light displays such as LeBlanc Illuminations 3-D Gift Box and 3D AP 'Coeur de Noel Walk through Ornament.

Lighting Brown Street will attract drivers and walkers to Centennial Plaza where they can see more lighting displays and even take a selfie with their family See bid sheet for specific elements in Centennial Plaza. Daytime visitors won't get to see the lights but we want to carry the holiday spirit by wrapping all light poles, in designated areas, on Main Street and Brown Street with garland and lights.

3. **ATTACHMENTS:** Attachment A through F, are herein made part of this invitation for bid:
 - 3.1. **Attachment A:** Bid Sheet
 - 3.2. **Attachment B:** Bidder's Questionnaire
 - 3.3. **Attachment C:** Bidder's Reference Sheet
 - 3.4. **Attachment D:** Addendum Acknowledgement Form
 - 3.5. **Attachment E:** Downtown Christmas Light Map
 - 3.6. **Attachment F:** Lighting Exhibits
4. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

Primary Contact:
Mike Schurwon, CPPB, CTPM
Purchasing Department
City of Round Rock
E-mail: mschurwon@roundrocktexas.gov

Secondary Contact:
Juanita Fonseca, CTP
Purchasing Department
City of Round Rock
E-mail: jfonseca@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

5. **BIDDER QUALIFICATIONS:** The City has established the following minimum qualifications. Bidders who do not meet the minimum qualifications will not be considered for award. The Bidder shall:
- 5.1. Be firms, corporations, individuals or partnerships normally engaged to provide, install and maintain commercial grade Christmas lighting and displays as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 5.2. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all equipment bidder deems necessary to provide for the lease and maintenance of Christmas lighting and displays. The City shall not be responsible for any bidder's equipment, tools, or materials lost or damaged during the performance of the services specified herein;
 - 5.3. Be firms, corporations, individuals, or partnerships normally domiciled in or have a home office inside the United States including Williamson County and boarding counties. Bidders domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process;
6. **SUBCONTRACTORS:** The Vendor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Vendor is responsible for the Vendor's own acts and omissions. The Vendor shall:
- 6.1. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Agreement;
 - 6.2. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Vendor, with the City being named as an additional insured; and
 - 6.3. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - 6.4. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors.
7. **DAMAGE:** The Bidder shall be responsible for damage to the City's equipment and / or property, the workplace and its contents by its work, negligence in work, its personnel and equipment usage.
8. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Bidder shall:
- 8.1. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
 - 8.2. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;

- 8.3. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Bidders' obligations under this paragraph.
9. **PRICING:** The bidder shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
10. **PRICE INCREASE:** Contract prices for Downtown Christmas Lighting Products and Services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 15% for any single line item.
- 10.1. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.
- 10.2. **Procedure to Request Increase:**
- 10.2.1. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:
- City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**
- 10.2.2. Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
11. **AGREEMENT TERM:** The terms of the awarded agreement shall as be follows:
- 11.1. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
- 11.2. The City reserves the right to review the awarded Bidders' performance anytime during the contract term.
12. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The vendor will be notified within this time frame if the services provided is not in full compliance with the project scope. If any service is canceled for non-acceptance, the needed equipment or

service may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

PART II

SPECIFICATIONS

1. SCOPE/SERVICE GENERAL REQUIREMENTS:

Scope of project to include tree lighting, light displays, and above street lighting

1.1. The City is seeking pricing on two options:

Option A - "Lease Option" – to include the lease of the lights/displays for the duration of the Show. Bidder shall be responsible for the purchase and storage of the lights/displays. Bidder will retain ownership of the lights/displays upon conclusion of the Show. Bid shall also include the complete installation (includes setup and wrapping of lights/displays, extension cords and all appurtenances needed for lighting to be installed and working), 24-hour on call service, maintenance and removal of the lights. Bidder shall be responsible for all work and associated materials necessary to provide a turn-key installation, maintenance and removal of the lights/displays.

Option B - "Purchase Option" – to include the purchase of the lights/displays for the Show. Bidder shall be responsible for the purchase of the lights/displays. The City will be responsible for the storage of and retain ownership of the lights/displays upon conclusion of the Show. Bid shall also include the complete installation (includes setup and wrapping of lights/displays, extension cords and all appurtenances needed for lighting to be installed and working), 24-hour on call service, maintenance and removal of the lights. Bidder shall be responsible for all work and associated materials necessary to provide a turn-key installation, maintenance and removal of the lights/display.

1.2. All main tree trunks and branches to be wrapped with 4 inch wraps up to 25 feet, and canopies wrapped with LED mini lights.

1.3. Small Tree Lighting – a small tree shall be classified as a tree with a caliper of 8" or less. See "Attachment E - Downtown Christmas Lighting Map" for trees identified as small trees. Each Small Tree shall have a minimum of 3,000 warm white LED lights. All Small Trees shall be wrapped as shown in " Attachment F – Lighting Exhibits".

1.4. Medium Tree Lighting - a medium tree shall be classified as a tree with a caliper of greater than 8" and less than 16". See "Attachment E - Downtown Christmas Lighting Map" for trees identified as medium trees. Each Medium Tree shall have a minimum of 24,000 warm white LED lights. All Medium Trees shall be wrapped as shown in "Attachment F – Lighting Exhibits".

1.5. Large Tree Lighting - a large tree shall be classified as a tree with a caliper of greater than 16". See "Attachment E - Downtown Christmas Lighting Map" for trees identified as large trees. Each Large Tree shall have a minimum of 30,000 warm white LED lights. All Large Trees shall be wrapped as shown in "Attachment F –Lighting Exhibits".

1.6. The lighting shall not use more than 10 amps per tree off of a 120-amp circuit.

1.7. All lighting for Light Displays and Features shall be warm white, LED lighting.

1.8. Above Street Lighting – warm white LED "Festival" Lighting with inline sockets, including cable, connection anchors and all appurtenances needed to complete the installation. Existing light poles

shall be fitted with pole extension for Vendor to connect all Above Street Lighting. Vendor shall be responsible for all improvements after the pole extension including proper sizing of the cable, anchor attachments, etc.

- 1.9. Pole Light Garland Wrap – 15 feet of warm white, LED lighted garland, no ornaments, wrapped around pole lights. All Pole Lights shown on "Attachment E – Downtown Christmas Lighting Map" shall be wrapped as shown in "Attachment F – Lighting Exhibits." Please note that while the exhibit on Attachment F show garland with ornaments, the Vendor shall purchase and install garland without ornaments.
- 1.10. Pole Light Garland Wreath with Lights – City shall provide garland wreaths with lights and bow (the "Wreaths"). Vendor shall be responsible for installation of Wreaths, connection of lights to power and removal of Wreaths upon completion of Show. Vendor shall coordinate with City on pickup and drop-off of Wreaths at the City's PARD Downtown Yard (300 South Burnet). Vendor shall provide City with a minimum of 72-hour notice prior to pickup and drop-off of Wreaths.
- 1.11. The Vendor shall be responsible for running all extension cords and associated appurtenances and connection of all lights/displays to receptacles. Lighting must be tested after installation – breakers will be flipped as necessary to allow testing.
- 1.12. Remote Light Timers – the City has timers or photocells on most of the electrical receptacles planned to be used for the Show. However, any receptacles that are discovered not to be included with a timer/photocell, the Vendor shall install a Light Timer suitable to operate the lighting for the duration of the Show. Vendor shall be responsible for connection and programming of the timer. Payment for this item shall be made based on the actual quantity of Light Timers installed and operated.
- 1.13. If used, all extension cords must be rated for extended outdoor use.

2. Installation, Maintenance and Removal

- 2.1. No staples, nails or screws shall be used to penetrate the trees to secure extension cords or lights, and trees must be treated with adequate care to prevent damage or breakage.
- 2.2. Any trimming of branches must be coordinated with the City's Forestry Manager. Vendor shall not prune any tree without prior approval of the City's Forestry Manager. He may be contacted for additional information on allowable pruning or light installation methods: Emsud Horozovic, ehorozovic@roundrocktexas.gov, 512-341-3350.
- 2.3. Installation may start the 3rd week of October and must be 100% complete and fully operational by November 17, 2017.
- 2.4. Installation and deinstallation must be performed by individuals with adequate training in exterior electrical installations in a commercial district to ensure safe installation and performance. Vendor shall notify City immediately if any electrical issues or problems are discovered during installation.
- 2.5. All safety equipment, training, apparel, shall be provided by the Vendor to individual performing services.
- 2.6. All safety rules, laws, regulations, guidelines and practices must be followed at all times. Substandard materials or services shall not be acceptable.

- 2.7. The installation area is active in daytime and at night, a local commercial district with limited parking and much pedestrian activity. Local business access cannot be blocked for long periods of time, and the operations of the City Hall located at 221 East Main Street may not be impeded, during business hours.
- 2.8. Week day and Sunday installation is approved before 11:00 a.m. and after 9:00 p.m., parking and activity are not as concentrated and installation activities are less restricted. Work on Fridays and Saturdays must be done before 10:00 a.m. or after 10:00 p.m. on Main Street.
- 2.9. The vendor shall be responsible for periodic inspection and maintenance of lighting to assure that lights are operational. The City requires a response time of no more than 24 hours, 7 days a week, as rain and wind commonly cause problems. **NO EXCEPTIONS!**
- 2.10. The vendor is responsible for the safe removal of the lighting at the end of the holiday season. Trees/structures shall not be damaged and must be returned to their prior state. Lighting shall be removed in the 3rd week of January.
- 2.11. If Option B – Purchase Option is selected, the Vendor shall be responsible for removal of all lighting and displays, storage of lighting into City provided bins and delivery of storage bins and displays to PARD Downtown Yard (300 South Burnett). Vendor shall coordinate with City and shall provide City with a minimum of 72-hour notice prior to delivery of storage bins and/or displays to PARD Downtown Yard.

3. City Responsibilities

- 3.1. Adequate power will be provided in the installation area to allow testing of installation.
- 3.2. City will be responsible for turning on/off the Show. Timers/photocells will be utilized on most receptacles.
- 3.3. If Option B is selected the City will be responsible for storage of lighting purchased at the conclusion of the Show. City shall provide bins to Vendor for storage of lights. City will also provide covered storage space in the PARD Downtown Yard (300 South Burnett) for Vendor to deliver all storage bins and light displays to upon removal of the Show.
- 3.4. The City shall provide wreaths for installation on "Pole Lights" referenced in Section 1.10 of the specification. The wreaths are the property of the City and shall be returned to the City when lighting is removed.

4. Delivery and Installation: The Bidders price shall include the following:

- 4.1. Freight and delivery to Downtown Round Rock area of specified equipment in new condition and ready for continued use.
- 4.2. All materials, product and labor for delivery, unpacking and installation services necessary for the complete Christmas lighting and displays specified.
- 4.3. Any equipment that is delivered in damaged or non-working condition shall be removed and replaced within 24 hours.
- 4.4. All lighting and display set-up and acceptance testing shall be coordinated with City.
- 4.5. Removal and disposal of all associated rubbish.
- 4.6. Final site clean-up.

5. **Communication:** The successful bidder shall provide communication equipment as necessary to perform the Services. This may include 2-way radios, pagers, cellular phones, telephone answering devices, e-mail and fax machine.

6. **Service Requirement Location:** Services shall be performed at the City location as follows:

**City of Round Rock
221 E. Main Street
Round Rock, Texas, 78664**

7. **Point of Contact/Designated Representative:**

7.1. Bidder's Point of Contact: In order to maintain consistent standards of quality work performed at the Downtown Christmas Light Show, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the bidder immediately should the point of contact change.

7.2. The City's designated representatives for the Downtown Christmas Light Show shall be:

Name/Title	David Buzzell, Assistant Director, Parks and Recreation
Phone	(512) 341-3345
Email	dbuzzel@roundrocktexas.gov

8. **Workforce:** Successful Bidder shall:

8.1. The Vendor shall employ only orderly and competent workers, skilled in the performance of the services which they shall perform under the Agreement.

8.2. The Vendor, its employees, subcontractors, and subcontractor's employees while engaged in participating in an Agreement or Purchase Order or while in the course and scope of delivering goods or services under a City agreement may not;

8.2.1. Use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the agreement; or

8.2.2. Use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or controlled substances, on the job.

8.3. If the City or City's representative notifies the Vendor that any worker disorderly, disobedient or incompetent, has knowingly or repeatedly violated safety regulations, has possessed an firearms, or has possessed or was under the influence of alcohol or controlled substances on the job, the Vendor shall immediately remove such worker from Agreement services, and may not employ such worker again on Agreement services without the City's prior written consent.

9. **Permits:** The Successful Bidder shall obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified herein.

PART III
SCHEDULE AND RESPONSE INSTRUCTIONS

1. **SCHEDULE OF EVENTS:** It is the City's intention to comply with the following solicitation timeline:

EVENT	DATES
Solicitation released	August 25, 2017
Mandatory Pre-Bid Meeting and Site Visit	August 30, 2017 @ 9:00 AM, CST
Deadline for submission of questions	August 31, 2017 @ 5:00 PM, CST
City responses to questions or addendums	September 5, 2017 @ 5:00 PM, CST
Deadline for submission of responses	September 8, 2017 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by Thursday August 31, 2017, at 5:00 p.m., CST on the due date noted above to: Mike Schurwon, CPPB, CTPM, Purchasing Department at: mschurwon@roundrocktexas.gov

A copy of all the questions submitted and the City's response to the questions shall be posted in writing by Tuesday September 5, 2017 @ 5:00 p.m. on the City's webpage in the form of an addendum at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

NOTE: The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Bidders shall be responsible for monitoring the City's website for any updates pertaining to the solicitation described herein at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

3. **MANDATORY PRE-BID MEETING/SITE VISIT:** A pre-bid solicitation meeting, site visit, and inspection will be conducted to fully acquaint Bidders with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-solicitation meeting will be conducted on the date specified in the Schedule of Events (Part III, Section 1). Site visit coordinator for the purposes of this IFB solicitation is: David Buzzell, Assistant Director for Parks and Recreation. Telephone: (512) 341-3345 or email at: dbuzzell@roundrocktexas.gov

Attendance at the pre-bid solicitation meeting is "MANDATORY" and bidders shall sign-in at the pre-bid solicitation meeting to document their attendance. Immediately following the pre-solicitation meeting, a site visit tour will be conducted to enable bidder(s) to determine labor, equipment, supplies and materials necessary to perform the services specified herein.

**City of Round Rock
 City Council Chamber, 1st Floor
 221 E. Main Street
 Round Rock, Texas 78664**

- 3.1. Bidder(s) will be responsible for their own transportation for the site visit tour.

3.2. It is the responsibility of the Bidder to examine each location to determine equipment, supplies, and labor needed to fulfill the requirements of the Downtown Christmas Products and Lighting Services specifications.

4. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before Friday September 8, 2017, at 3:00 p.m., on the due date noted in Part III, Section 1. Mail or hand deliver sealed responses to:

**City of Round Rock
Attn: Mike Schurwon, CPPB, CTPM
Purchasing Department
221 E. Main Street
City Hall - 1st Floor Receptionist Desk
Round Rock, Texas 78664-5299**

4.1. Sealed responses shall be clearly marked on the outside of packaging with the Company name, Solicitation number (IFB No. 17-025) title (Downtown Christmas Lighting Products and Services), due date, time, and **“DO NOT OPEN”**.

4.2. Facsimile or electronically transmitted responses are not acceptable.

4.3. Responses cannot be altered or amended after opening.

4.4. No response can be withdrawn after opening without written approval from the City for an acceptable reason.

4.5. The City will not be bound by any oral statement or offer made contrary to the written specifications.

4.6. Samples and/or copies shall be provided at the bidder's expense, and shall become the property of the City.

5. **BEST VALUE EVALUATION CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

5.1. Purchase price;

5.2. Reputation of Bidder and of Bidder's goods and services;

5.3. Quality of the Bidder's goods and services;

5.4. The extent to which the goods and services meet the City's needs;

5.5. Bidder's past performance with the City;

5.6. The total long-term cost to the City to acquire the Bidder's goods or services;

5.7. Any relevant criteria specifically listed in the solicitation.

Bidders may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information to clarify.

6. **AWARD:** The City may choose to not award an Agreement. Split awards between Vendors may be made at the sole discretion of the City. The City reserves the right to enter into an agreement or a purchase order with a single award, split awards, or use any combination that best serves the interest and at the sole discretion of the City.

7. **POST AWARD MEETING:** The City and Successful Bidder(s) may have a post award meeting to discuss, but not be limited to the following:
 - 7.1. The method to provide a smooth and orderly transition of services performed from the current contractor;
 - 7.2. Provide City contact(s) information for implementation of agreement;
 - 7.3. Identify specific milestones, goals and strategies to meet objectives.
8. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
9. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off the City's agreements, with the consent and agreement of the awarded Vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Bidder's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

PART IV

RESPONSE REQUIREMENTS

The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating bidders in compiling their final responses. Bidders are encouraged to carefully read the entire solicitation.

Bidders shall submit one (1) evident signed "Original" and three (3) hard copies of the bid response requirements including any required attachments and one (1) electronic copy of IFB response on flash drive. The samples and/or copies shall be provided at the bidder's expense, and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Bidders are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, all required items identified below shall be submitted with your proposal.

Attachment A - Bid Sheet: Responses shall be submitted on itemized, signed Bid Sheet provided herein. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

Attachment B - Bidder's Questionnaire: Provide completed Bidders Questionnaire, which includes Contractor name, address, telephone/fax numbers, E-Mail, date, number of years providing commercial equipment leasing services, number of employees assigned to contract, and equipment list.

Attachment C - Bidder's Reference Sheet: Provide completed Bidder's Reference Sheet, which includes the name, address, telephone number and E-Mail of at least three (3) Municipal, Government agencies or firms of comparable size that have utilized similar service within the last two

(2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

Attachment D - Addendum Acknowledgment Form: Provide signed copy of the Addendum Acknowledgement Form or a signed copy of each issued addendum with bid upon submission.

Attachment E - Downtown Christmas Lighting Map

Attachment F - Lighting Exhibits

NOTE: The following items shall be made available upon request by the City prior to award and the approval of any contract:

Proof of insurance for General Liability, Worker's Compensation and standard automobile liability coverage as set forth by the Insurance Requirements as identified on the City's website at:

https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

PART V

CONFIDENTIALITY OF CONTENT

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Bidder shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

PART VI

GENERAL TERMS AND CONDITIONS / INSURANCE REQUIREMENTS

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

1. **INSURANCE:** The Bidder shall meet or exceed all insurance requirements set forth by the Insurance Requirements as identified on the City's website at:
https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Bidder agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Bidders to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website at:
https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_t_c_revised_07.2011.pdf
3. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the

performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:

- 3.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
- 3.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
- 3.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- 3.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

Downtown Christmas Lighting Products and Services
IFB No. 17-025
Class/Item: 988-54
August 2017

ATTACHMENT A: BID SHEET

Downtown Christmas Lighting Products and Services

NOTE: Please complete the attached Excel spreadsheet for Christmas Lighting Products and Services for Option A – Lease Option – Including Installation and Removal and Option B – Purchase Option – City to Purchase Lighting and Cost for Vendor to provide Labor; including installation, maintenance and removal.

Attachment A: Bid Sheet to be posted to the City of Round Rock website at:

<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

**ATTACHMENT B:
BIDDER'S QUESTIONNAIRE**

Any and all firms considering the Downtown Christmas Products and Lighting Services contract, must complete and submit the information requested below.

NOTE: Bidders questionnaire is a part of the bid response. Bidders who fail to submit this information, or if the City receives a negative reference or no reference responses based on bidder's submitted reference list, bidder's response will be considered non-responsive.

CONTRACTOR NAME: _____

PHYSICAL ADDRESS OF EQUIPMENT: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____ DATE: _____

1. State the number of years your firm has provided Christmas lighting products and leasing services _____ / years.

2. State the number of employees who will be designated to work on this contract: _____

3. EQUIPMENT LIST: List all equipment you plan to dedicate to this project(s):

Note: Attach a separate sheet if necessary. All equipment must be equipped with safe guards as outlined by ANSI and OSHA.

4. Do plan on using subcontractors? Yes _____ No _____

NOTE: If yes, bidder(s) shall provide a list of subcontractors with their bid response, which is to include subcontractor business name, address, contact name, and telephone number.

**ATTACHMENT C:
BIDDER'S REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: _____

BIDDER'S NAME: _____ **DATE:** _____

Provide the name, address, telephone number and e-mail of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number: ()

2. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number: ()

3. Company's Name _____
Name of Contact _____
Title of Contact _____
E-Mail Address _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number: ()

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

**ATTACHMENT D
ADDENDUM ACKNOWLEDGMENT FORM**

NOTE: If multiple addendums have been issued, Bidders may complete and return this attachment with their proposal in place of the individual addendums to be submitted. Failure to provide either this form or the individual addendums with signatures may result in disqualification of the proposal.

Addenda Acknowledgment: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Addendum #: _____ **Dated:** _____

Bidder (Company): _____

Signature (in ink): _____

Name (Typed/printed): _____

Title: _____ **Date:** _____

Downtown Christmas Lighting Products and Services
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ATTACHMENT E

DOWNTOWN CHRISTMAS LIGHTING MAP

Attachment E: Downtown Christmas Lighting MAP to be posted to the City of Round Rock website at:
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

Downtown Christmas Lighting Products and Services
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ATTACHMENT F
LIGHTING EXHIBITS

Attachment F: Lighting Exhibits to be posted to the City of Round Rock website at:
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>