



**Request for Proposal
RFP #22-013**

**City of Keller Town Center,
Town Hall Plaza and Old Town Keller**

Holiday Lights and Decorations

RFPs may be mailed, emailed or faxed to the contact below
by **2:00 PM, Friday, March 25, 2022** to:

City of Keller Finance Dept.
1100 Bear Creek Parkway
P.O. Box 770
Keller, Texas 76244

Attn: Karla Parker, Purchasing Agent
Fax: 817-743-4191
Phone: 817-743-4030
E-mail: kparker@cityofkeller.com

CONTRACT SPECIFICATIONS

SCOPE AND INTENT

The intent is to describe the minimum specifications for lease of holiday lights and decorations including installation and annual storage for the City of Keller Town Center, Town Hall Plaza and Old Town Keller. Installation of Christmas Tree is excluded.

GENERAL REQUIREMENTS:

1. Unless otherwise instructed, the successful bidder shall install and decorate the Keller Town Center, Town Center Plaza and Old Town Keller as specified for display by **December 1** of each year and remove said decorations by **January 5** of each year. The successful bidder shall leave the area with a finished appearance and remove all packaging from site. **Please note: Failure to remove the decorations by January 5 of each year will result in \$250.00 per day fee for each day after January 5 the decorations remain displayed. This fee will be assessed on the final invoice.**
2. All decorations, with the exception of lights, may not be displayed prior to Thanksgiving of each year. Successful bidder must contact the city representative to schedule date of light installation to allow city to conduct pruning prior to installation. **Lights in River Birch and Cypress trees may not be installed prior to November 1 of each year.**
3. The successful bidder shall maintain the lights and decoration while on display including, but not limited to repairing damaged caused by weather and vandalism. **Any repairs shall be made within 48 hours of damage.**
4. The successful bidder shall properly store the lights and decorations during the off-season.
5. The successful bidder shall not transfer or assign these maintenance responsibilities to others without prior written consent of the City department representative.
6. The successful bidder shall comply with all applicable governmental laws and regulations that may affect cost, progress, performance or work.
7. The City shall not be liable for any loss or damage sustained by the successful bidder. The successful bidder/contractor shall hold the City harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with their performance of work under this agreement. The successful bidder shall exercise every necessary precaution for the safety of the work site and the protection of any kind and all persons and/or property located adjacent to or making passage through the work site.

The successful bidder/contractor shall hold the City harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees,

suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the lights and decorations installed and maintained by successful bidder.

8. The successful bidder shall not operate nor cause to be operated any piece of equipment that has had the appropriate safety switches or guards broken, removed or lost on any City property.
9. The successful bidder must provide a valid telephone number and address at all times to the designated City department representative. The telephone number must be answered during normal working days, at least to take a message.
10. The successful bidder shall operate as an independent contractor and not as an agent, representative, partner or employee of the City, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful bidder's employees or agents.
11. A RFP response constitutes understanding and acceptance of all terms, conditions, instructions and specifications contained in this Request for Proposal.
12. The successful bidder(s) will be responsible for any damages to Keller Town Center, Town Hall Plaza and Old Town Keller properties due to negligence on the part of the bidder's representative. Any damage to the properties is to be reported immediately to the City department representative. This shall include damage to trees and/or other landscaping during the installation and removal of lights. Successful bidder(s) shall be careful not to damage tree trunks, limbs or branches. Ladders **MUST** be used to put lights in all Cypress and River Birch trees. Installers may not climb in Cypress and River Birch trees. **Lights shall not be secured to trees with nails, staples or other items that puncture the bark of the tree.**
13. **QUALITY ASSURANCE:** The lights and decorations will be inspected by the Director of Community Services or his/her designee to insure compliance with the specifications.
14. The successful bidder shall furnish all supplies, tools, equipment, personnel and work experience to fulfill the terms of the contract. A competent and experienced supervisor/foreman must be with each work group at all times.
15. All decorations shall be maintained from year to year in good condition. No decorations shall be on display that are faded, torn, wrinkled, etc. Any such decorations shall be replaced with decorations meeting the identified specifications.

Keller Town Center Lights and Decorations Locations

The following lights and decorations shall be installed in the following locations within the Keller Town Center development.

1. **Town Center Lane Entrance Bridge** – The bridge lights and decorations shall include the following items:
 - a) Pre-lighted minimum 12” pine garland attached under the top cap on the interior of the bridge railing the full length of the railing. (~100 feet total.)
 - b) 18” red velvet garland 4 looped bow placed every 10 feet. (~12 total.)
 - c) A three-foot lighted wreath with 18” red velvet 4 looped bow attached to the inside of each Keller Town Center entrance arbor. (4 total.)
 - d) A three foot lighted wreath with 18” red velvet 4 looped bow attached to each bridge column. (8 total)

2. **Bear Creek Parkway Bridge** – The bridge decorations shall include the following items:
 - a) 12” pine garland attached under the top cap on the interior of the bridge railing the full length of the railing. (~ 200 feet total.)
 - b) 18” red velvet garland 4 looped bows placed every 10 feet. (~22 total.)
 - c) A three-foot wreath with 18” velvet 4 looped bow attached to each bridge column. (8 total)

3. **Keller Town Center monument sign at the intersection of Bear Creek Pkwy and Rufe Snow Drive** – The sign decorations shall include the following items:
 - a.) 12” pine garland attached under the top cap of the sign the full length of the sign. (~50 feet total.)
 - b) 18” red velvet garland 4 looped bow evenly spaced. (6 total).

4. **Keller Town Center monument sign at the intersection of Bear Creek Pkwy and Keller Smithfield Rd** – The sign decorations shall include the following items:
 - a.) 12” pine garland attached under the top cap of the sign the full length of the sign. (~50 feet total.)
 - b) 18” red velvet garland 4 looped bow evenly spaced. (6 total).

5. **Keller Town Center Lane** – The lights and decorations for the right-of-way along Town Center Lane shall include the following items:
 - a.) Wrap each tree trunk and branches with clear miniature lights with a minimum of 1250 lights each. (54 trees total.)

Keller Town Hall Plaza Decorations

The following lights and decorations shall be installed in the following locations within the Keller Town Center development.

6. **Keller Town Hall Building Exterior** – The decorations for Keller Town Hall building shall include the following items:
 - a.) Wrap each tree trunk on the back patio with clear miniature lights with a minimum of 1250 lights. (12 trunks.)
 - b.) Lighted 12” pine garland attached under the top rail on the interior of the back patio railing the full length of the railing. (~40 feet total.)
 - c.) 18” red velvet garland 4 looped bow evenly spaced. (5 total.)
 - d.) Wrap each tree trunk and branches in the front landscaped bed with clear miniature white lights with a minimum of 1250 lights. (18 total.)
 - e.) A five foot lighted wreath with 24” red velvet bow above the entrance doors. (3 total.)

7. **Keller Town Hall Fountain Plaza** – The decorations for Keller Town Hall Fountain Plaza shall include the following items:
 - a.) Wrap each tree trunk and branches around the perimeter of the plaza with clear miniature lights with a minimum of 1250 lights. (20 total trees.)
 - b.) Wrap each street light with 14” Pine Garland for a 15-foot-tall light pole. (8 Light Poles.)
 - b.) 18” red velvet 4 looped bows to be connected to each decorative light pole below the light fixture. (8 poles total.)

Old Town Keller Streetlight Decorations

The following lights and decorations shall be installed in the following locations within Old Town Keller.

8. **Antique Street Lights on Both Sides of 377 Between Taylor Street and Bear Creek**
The decorations for Old Town Keller shall include the following items:
 - a.) Wrap each decorative light pole with Pre-lit 14” Pine Garland with LED warm white miniature lights for a 15-foot-tall light pole. (31 Light Poles.)
 - b.) 18” red velvet 4 looped bows to be connected to each decorative light pole below the light fixture. (31 Light Poles.)

*****THIS FORM MUST BE COMPLETED OR THE RFP WILL BE REJECTED***
USE THIS FORM ONLY**

*****NOTE: ALL LIGHTS ON ALL DECORATIONS SHALL BE MM-5 LED
WARM WHITE MINIATURE LIGHTS*****

KELLER TOWN CENTER LIGHTS AND DECORATIONS BASE BID

RFP Item	Item	Qty	Price per year for lights & decorations including installation/removal, maintenance and storage		
			Holiday 2022	Holiday 2023	Holiday 2024
Town Center Lane entrance bridge pre-lit garland	1a	~100 feet			
Town Center Lane entrance bridge bows	1b	~12 Bows			
Town Center Lane entrance arbor lighted wreaths with bows	1c	4			
Town Center Lane entrance bridge lighted wreaths with bows	1d	8			
Bear Creek Pkwy bridge garland	2a	~ 200 feet			
Bear Creek Pkwy bridge bows	2b	~22 Bows			
Bear Creek Pkwy bridge wreaths with bows	2c	8			
Keller Town Center monument sign at Bear Creek Pkwy & Rufe Snow pine garland	3a	~50 feet			
Keller Town Center monument sign at Bear Creek Pkwy & Rufe Snow bows	3b	6			

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KELLER TOWN CENTER LIGHTS AND DECORATION BASE BID CONTINUED

RFP Item	Item	Qty	Price per year for lights & decorations including installation/removal, maintenance and storage		
			Holiday 2022	Holiday 2023	Holiday 2024
Keller Town Center monument sign at Bear Creek Pkwy & Keller Smithfield pine garland	4a	~50 feet			
Keller Town Center monument sign at Bear Creek Pkwy & Keller Smithfield bows	4b	6			
Keller Town Center Lane lighting of tree trunks & branches with clear miniature lights (1250 lights minimum)	5a	54 trees			
KELLER TOWN CENTER BASE BID TOTAL COST					

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WARM WHITE MINIATURE LIGHTS*****

KELLER TOWN HALL PLAZA LIGHTS AND DECORATIONS BASE BID

RFP Item	Item	Qty	Price per year for lights & decorations including installation/removal, maintenance and storage		
			Holiday 2022	Holiday 2023	Holiday 2024
Keller Town Hall building exterior lighting of back patio tree trunks with clear miniature lights (1250 lights minimum)	6a	12 trunks			
Keller Town Hall building exterior lighted garland on back patio railing	6b	~40 feet			
Keller Town Hall building bows on back patio railing	6c	5			
Keller Town Hall building exterior lighting of tree trunk & branches in front landscaped bed with clear miniature lights (1250 lights minimum)	6d	18 trees			
Keller Town Hall building exterior lighted wreath with bow	6e	3			
Keller Town Hall Fountain Plaza lighting of tree trunk & branches with clear miniature lights (1250 light minimum)	7a	20 trees			
Keller Town Hall Fountain Plaza light pole garland	7b	8 poles			
Keller Town Hall Fountain Plaza light pole bows	7c	8 poles			

KELLER TOWN HALL PLAZA BASE BID TOTAL COST					
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*****NOTE: ALL LIGHTS ON ALL DECORATIONS SHALL BE MM-5 LED
WARM WHITE MINIATURE LIGHTS*****

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*****NOTE: ALL LIGHTS ON ALL DECORATIONS SHALL BE MM-5 LED
WARM WHITE MINIATURE LIGHTS*****

OLD TOWN KELLER LIGHTS AND DECORATIONS BASE BID

RFP Item	Item	Qty	Price per year for lights & decorations including installation/removal, maintenance and storage		
			Holiday 2022	Holiday 2023	Holiday 2024
Pre-lit 14" Pine Garland with LED warm white miniature lights for a 15 foot tall light pole	8a	31 Light Poles			
Old Town Keller 377 Street light pole bows	8b	31 Light Poles			
OLD TOWN KELLER BASE BID TOTAL COST					

It is the intent of the City of Keller to purchase or lease services for some or all of the items listed above.

The undersigned, in submitting this RFP, represents that he/she is an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age, sex in the performance of this contract.

The undersigned hereby proposes to furnish the items proposed F.O.B. Keller, Texas at the unit prices quoted herein after notice of RFP award.

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE NUMBER: _____

COMPANY FAX NUMBER: _____

BY: _____

PRINT: _____

TITLE: _____

DATE: _____

RFPs shall be delivered to the address below by 2:00 PM, Friday, March 25, 2022 to:

Physical Address:

**City of Keller Finance Dept.
1100 Bear Creek Parkway
Keller, Texas 76248**

Mailing Address:

**City of Keller Finance Dept.
PO Box 770
Keller, Texas 76244**

**Attn: Karla Parker, Purchasing Agent
e-mail: kparker@cityofkeller.com
Fax: 817-743-4191
Phone: 817-743-4030**

*****THIS PAGE MUST BE COMPLETED OR THE RFP WILL BE REJECTED*****

**USE THIS FORM ONLY
EXCEPTIONS/ ALTERNATES TO RFP #22-013**

All exceptions to the RFP must be defined in the space below including item number where applicable:

Bidder acknowledges that by submitting the proposal contained herein, bidder makes an offer which, if accepted within a reasonable period of time in whole or in part, by the City of Keller, constitutes a valid and binding contract as to any and all items accepted in writing by the City of Keller.

DATE: _____

SIGNATURE: _____

PRINT: _____

TITLE: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE NUMBER: _____

ANY QUESTIONS concerning this RFP should be directed to: Karla Parker, Purchasing Agent at 817-743-4030 or email kparker@cityofkeller.com.

INSTRUCTIONS TO PROPOSERS

1. PROPOSAL INSTRUCTIONS

Completed RFPs will be received until 2:00 PM, Friday, March 25, 2022, at the City of Keller, Finance Dept., 1100 Bear Creek Parkway, Keller, Texas, 76248 or through the e-bid system on the City of Keller website. RFP responses received after the closing time and date will be returned unopened to the bidder.

2. SIGNATURES

All RFP responses must be signed by an authorized representative of the Bidder. Unsigned RFP responses will not be considered under any circumstances. Signatures on all RFP responses acknowledge Bidder's agreement to comply with all stipulations and requirements contained in the Request for Proposal and Proposal Specifications, unless stated otherwise in writing by Bidder under "Deviations."

3. DEVIATIONS BETWEEN RFP SPECIFICATIONS AND DELIVERED ITEM(S).

Prior to acceptance of the quoted commodity, the City reserves the right to perform a visual inspection and physical demonstration to verify compliance with all RFP specifications and operational requirements. Should the commodity fail to meet the specifications as required in the RFP, the successful Bidder agrees that the City may elect to do one of the following:

- A. Reject the RFP and void the purchase as to any and all RFP items; or
- B. Require specific performance by the successful Bidder at no additional cost to the City.
- C. Hire outside sources to correct deviations at a cost to the successful bidder.

4. RFP AWARD/EVALUATION CRITERIA

- A. The City reserves the right to reject any or all RFPs, in whole or in part; to waive any informality in any RFP; and to accept the RFP which, in its sole discretion, is in the best interest of the City.
- B. The RFP award shall be based on, but not necessarily limited to, the following factors;
 - a) Total price

- b) Special needs and requirements of the City
 - c) Results of reference checks
 - d) Bidder's past performance with the City
 - e) City's evaluation of Bidder's ability to perform
- C. The City may make such investigations as it deems necessary to determine the ability of the Bidder to provide satisfactory performance in accordance with specifications, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request.
- D. Continuing non-performance of the Bidder by failure to meet the terms of the Specifications shall be a basis for the termination of the contract by the City.

5. **GRIEVANCE PROCEDURE**

The City of Keller provides for a grievance procedure for bidders relating to specifications, terms, conditions, and instructions. Bidders with questions relating to the above matters are to contact Karla Parker, Purchasing Agent, (817) 743-4030. If such matters have not been brought to the attention of the City staff prior to five days before the opening date, the City considers the RFP request to be acceptable to all bidders in all respects.

6. Bidders are to bid on all items as specified. RFPs will be awarded to one bidder based on the total bid for the services specified.

7. **EXCEPTIONS/ALTERNATES TO RFP**

RFPs cannot be altered, amended or withdrawn by the Bidder after the RFP opening deadline. Any interlineations, alteration, or erasure made before this deadline must be initialed by the signer of the RFP, guaranteeing authenticity. Any exceptions or alternates to the RFP are to be clearly indicated on the page entitled, "**EXCEPTIONS/ALTERNATES TO RFP**". Any exceptions/alternate from specifications and alternate RFPs must be clearly shown with complete information provided by the Bidder. Exceptions/alternated to RFP may or may not be considered by the City.

8. **RFP WITHDRAWAL OR REJECTION**

The City reserves the right to withdraw the Request for Proposal for any reason or to reject any or all RFPs.

9. **LATE RFPS**

RFPs received after the official RFP opening date and time will not be considered. The City is not responsible for lateness or non-delivery of mail, courier, etc. to the City, and the time and date recorded by the City shall be the official time of receipt of the RFP. Late RFPs will be returned to the sender unopened. Bidder is solely responsible for insuring that RFPs are received by the City on or before the RFP due date and time.

10. **PRICES HELD FIRM**

All prices quoted by Bidder shall remain firm for the duration of the contract, unless otherwise specified by the City of Bidder. See Special Terms and Conditions.

11 **IDENTICAL RFPS**

In the event of two or more identical low RFPs, the RFP will be awarded as prescribed by Chapter 271, Subchapter Z, Section 271.901 of Vernon's Texas Codes Annotated.

12. **UNIT PRICES AND EXTENSIONS**

If unit prices and their extensions do not coincide, the City will accept the RFP price(s) resulting in the lesser amount(s).

13. **WARRANTY**

Guarantees and warranties should be attached as a part of the RFP as they may be a consideration in awarding the RFP.

14. **TERMINATION OF AGREEMENT**

A. This contract shall remain in effect until the date of expiration, delivery, and/or acceptance of products and/or performance of services ordered. This contract may be terminated by either party upon a thirty (30) day written notice. If terminated by Bidder, Bidder must state therein the reasons for such cancellation. Upon delivery of such notice, successful Bidder shall discontinue all services in connection with the performance of this agreement and shall proceed to immediately cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practical after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of the agreement successfully performed.

- B. Breach of contract or default authorizes the City to exercise any or all of the following remedies:
- 1) Take possession of the assigned premises and any fees accrued or becoming due to date;
 - 2) 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 any fees due or thereafter becoming due.
 - 3) The City reserves the right to cancel the contract immediately if the City determines in its sole discretion that the successful bidder is not fulfilling the assigned responsibilities under the agreement and work would be awarded to the next qualifying bidder.
- C. In the event the successful Bidder should fail to perform satisfactorily, keep or observe any of the terms and conditions to be performed, kept, or observed, the City shall provide the successful Bidder written notice of such default; and in the event such 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 shall be declared and all the successful Bidder's rights shall terminate. Bidder, in submitting this RFP, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

15. ASSIGNMENT

The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

16. RFP AMBIGUITY

Any ambiguity in the RFP as a result of omission, error, and lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions of bidding shall be construed in the favor of the City.

17. CONTRACT DELETIONS/ADDITIONS

The City of Keller reserves the right to make changes to the contract if the City adds or deletes plant material and associated materials. If this occurs, City will negotiate deletions/additions and issue a change order. A thirty (30) day written notice will be issued.

18. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications. All change orders to this agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City.

19. MODIFICATIONS AND AMENDMENTS

The City shall have the right to modify the specifications prior to the RFP submission deadline and will endeavor to notify all potential Bidders that have received a copy of the RFP specifications. Failure to notify potential Bidders shall impose no obligation or liability on the City.

20. LIENS

The successful Bidder agrees to and shall indemnify and hold harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

21. GRATUITIES/GIFTS

The City may, by written notice to the successful Bidder, cancel this agreement without liability to the successful Bidder if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative to any City officer, employee or elected official with respect to the award and/or performance of the agreement. In addition, the successful Bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.

22. RESPONSE FORM TO BE USED

The RFP quote must be submitted on the form(s) provided in the RFP package in compliance with all conditions listed thereon. RFPs may be rejected if they show any omission, alterations, conditional clauses, or irregularities.

23. **SPECIAL TOOLS**

In the event that special tools are required for routine maintenance or to provide access to compartment areas, the successful Bidder shall furnish these tools to the City at no cost.

24. **ORDERS AND PAYMENTS**

- A. The City shall generate a Purchase Order to the successful Bidder upon award of agreement by the City Council. The Purchase Order number shall appear on all itemized invoices and packing slips. The City will not be responsible for any orders placed and/or delivered without a valid, current Purchase Order.
- B. Payment(s) to successful Bidder will be made after satisfactory receipt of the product, as determined by the City, and receipt of invoice or other billing statement used by the successful Bidder. All prices quoted shall include all charges, including delivery and set-up fees. The City is exempt from federal excise and state sales taxes. The successful Bidder must not include these taxes in the quoted price. The City will furnish a tax exemption certificate upon request. Invoices are to be submitted to the following address:

City of Keller Parks and Recreation
P.O. Box 770
Keller, Texas 76244

25. **NEGOTIATION**

Any attempt to negotiate or provide information on the contents of this RFP with the City or its representatives prior to RFP award shall be grounds for disqualification of the RFP.

26. **PRICE FIXING**

In submitting a RFP response, Bidder thereby certifies that he has not participated in nor been party to any collusion, price fixing, or any other agreement or agreements with any company, firm or person(s) concerning the pricing on the enclosed RFP.

27. **QUALIFICATIONS AND EXPERIENCE**

Bidders are to provide three references where similar services have been performed by their firm, preferably municipalities in the Dallas/Fort Worth Metroplex area. **Bidders shall have a minimum of two years' experience in holiday lights and decorations installation.**

1. Name of Company/City _____

Address of Company/City _____

Contact Person _____

Telephone Number including area code _____ Email: _____

Location _____

2. Name of Company/City _____

Address of Company/City _____

Contact Person _____

Telephone Number including area code _____ Email: _____

Location _____

3. Name of Company/City _____

Address of Company/City _____

Contact Person _____

Telephone Number including area code _____ Email: _____

Location _____

28. CONFIDENTIALITY OF DOCUMENTS

After RFP opening, except for RFP amounts, names, and addresses of bidders, all other RFP documents and information will be deemed confidential during the evaluation process until formal action to award the RFP or reject all RFPs has been taken by the City Council. Following award of the RFP or rejection of all RFPs by the City Council, all RFPs shall then become public documents, available for public view upon written request. Interested bidders may then request copies of RFPs. Bidders will be responsible for paying the appropriate copying fees to the City.

29. SPECIFICATION CLARIFICATION

For clarification of these specifications, call Cody Maberry, Director of Community Services, (817) 743-4050.

30. **CONTACTS WITH CITY EMPLOYEES AND OFFICERS**

In order to ensure fair and objective evaluation of RFPs, all questions related to this RFP should be addressed only to the person(s) so named herein or in the RFP Specifications. Contact with any other City employee or elected official without prior written consent of the person(s) so named herein is expressly prohibited. Bidders directly contacting other City employees or elected officials without prior written consent will risk elimination of the RFP from further consideration.

31. **AUTHORITY TO QUOTE**

The maximum number of days to deliver the product after receipt of the City's order shall be 14 days. Should bidder be unable to deliver the product by the deadline, a 2% fee for delay will be assessed beginning on the first day following the promised delivery date.

32. **CONTRACT PARKS AND RECREATION**

Under this contract, the City of Keller will appoint the Director of Community Services or his/her designee as contract administrator with the designated responsibility to ensure compliance with performance of contract requirements. Such responsibilities will include, but will not be limited to, the inspection and acceptance of all services performed under this contract. **If an area is found to be unsuitable or incomplete in the service required by this contract, the CONTRACTOR will be called back without additional charge to the City.** Successful bidder will furnish written plan of action as to how and when correction of discrepancies will be accomplished in order to eliminate complaints. Successful bidder shall not handle any complaints or request from citizens. Any citizens' concerns should be directed to the Director of Community Services. The contract administrator will serve as liaison between the City and the Contractor.

33. **INDEPENDENT CONTRACT**

The successful bidder who is awarded the contract shall be considered an independent contractor for all purposes. The City is interested in the end product of the contract and not details for how work is done.

34. **INSURANCE REQUIREMENTS**

Except as otherwise specified in this contract, the contractor and his subcontractors of any tier will be required at their own expense, to maintain in effect at all times during

the performance of the work, insurance coverage with limits not less than those set forth below, with insurers and under forms of policies satisfactory to the City of Keller. It shall be the responsibility of the contractor and subcontractors to maintain adequate insurance coverage and to assure that all subcontractors are adequately insured at all times. Failure of the contractor and his subcontractors to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation. Deductibles, of any type, are the responsibility of the vendor/contractor.

35. **CERTIFICATES OF INSURANCE**

At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work at the job site, the contractor and his subcontractors shall furnish the City with certificates of insurance with an Endorsement naming the City of Keller as additional insured as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. Contracts less than \$4,999.99 do not require an Insurance Endorsement; however, a **Certificate of Insurance** is required naming the City of Keller as additional insured. Contracts exceeding \$5,000.0 shall be required to provide a copy of the Certificate of Insurance and the Insurance Endorsement naming the City of Keller as additional insured. The certificates of insurance provide that any company issuing an insurance policy for the work under this contract shall provide not less than 30 days advance notice in writing of cancellation, non-renewable, or material change in the policy of insurance. In addition, the contractor shall provide written notice to the City of Keller upon receipt of notice of cancellation of any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the “occurrence” type. Certificates of insurance and Endorsements for contractor and subcontractor, terminations, or alterations of such policies shall be mailed to Karla Parker, Purchasing Technician, Finance Department, P O. Box 770, Keller, TX 76244.

36. **COMPREHENSIVE GENERAL LIABILITY**

This insurance shall be an occurrence type policy written in comprehensive form and shall protect the contractor and his subcontractors and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the contractor’s employees or damage to property of the City of Keller or others arising out of the act or omission of the contractor or his subcontractors or their agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsed to insure the contractual liability assumed by the contractor and his subcontractors under the article entitle indemnification and completed operations, products liability, contractual liability, broad form property coverage, premises/operations, and independent contractor.

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

37. COMPREHENSIVE AUTOMOBILE LIABILITY:

This insurance shall be written in the comprehensive form and shall protect the contractor and his subcontractors and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they were owned, non-owned, or hired. The liability shall not be less than:

Bodily Injury and Property Damage - \$500,000 per person
\$1,000,000 per occurrence

38. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

The contractor shall provide all workers' compensation insurance for its employees as required by law.

39. INDEMNIFICATION

For consideration included in the RFP price, contractor and his subcontractors shall pay, indemnify, and hold harmless, the City, its agents, guests, consultants, invites, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the City, its agents, guests, consultants, invites, and employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with this contract, contractor's performance hereof, or of any work performed hereunder.

Contractor and his subcontractors shall indemnify and hold harmless the City, its agents, or employees and consultants from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney's fees, and judgments of every kind and description arising from based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance, or regulation by the contractor, its agents, trainees, invites, servants, and employees.

40. **WAIVER OF SUBROGATION:**

The contractor and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Keller, its commissioners, partners, officials, agents, and employees and against all other contractors and subcontractors.

SPECIAL TERMS AND CONDITIONS

CONTRACT TERMS:

The contract period will begin October 1, 2022 through January 5, 2023. All pricing will remain firm throughout the contract period. The contract may be extended by mutual agreement of both parties for up to two (2) additional one-year periods beginning January 6, 2023 through January 5, 2025 with prices remaining firm for the entire contract, as further explained in Renewal Options.

RENEWAL OPTIONS:

The City of Keller reserves the right to exercise an option to renew the contract of the vendor for up to two (2) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the City exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the City will rescind its option and seek a new bid solicitation.

If the primary contractor elects not to exercise the option(s) to renew for an additional twelve (12) month period, the next low bidder for that section will be offered the opportunity to accept the award at the same prices and discounts given in the original bid submitted by that bidder. If both the primary contractor and the next low bidder for any section elect not to renew or accept award of the contract, the contract will be re-bid. The City of Keller reserves the right to re-bid the entire contract if the pricing of the next low bidder appears to be excessive.