



**Town of Trophy Club**

1 Trophy Wood Drive, Trophy Club, Texas 76262  
Phone 682.237.2900 | Fax 682.237.2996

**REQUEST FOR PROPOSAL**  
**for**  
**INDOOR AND OUTDOOR EVENT EQUIPMENT RENTAL**  
**AND RELATED SERVICES**

BID NUMBER 202301

**Issued:**

Wednesday, January 4, 2023

**Proposals Due:**

Friday, February 3, 2023 @ 4:00 PM CST

**GENERAL INFORMAITON**

Bid Number                    202301  
 Bid Title                      Indoor and Outdoor Event Equipment Rental and Related Services  
 Contract Duration            12 Months  
 Contract Renewal            Option for 4 Annual Renewals  
 Prices Good for              90 Days

**Key Dates**

<b>Invitation to Bid Issue Date:</b>	Wednesday, January 4, 2023
<b>Invitation to Bid Publication Dates:</b>	Wednesday, January 4, 2023 & Wednesday, January 18, 2023
<b>Questions Deadline:</b>	Wednesday, January 18, 2023 @ 10:00 AM CST
<b>Bid Due Date and Time:</b>	Friday, February 3, 2023 @ 4:00 PM CST
<b>Public Opening Date and Time:</b>	Tuesday, February 7, 2023 @ 10:00 AM CST
<b>Public Meeting Location:</b>	1 Trophy Wood Drive, Trophy Club Texas 76262
<b>CST Anticipated Contract Effective Date:</b>	Wednesday, March 1, 2023

**Bid Contact Information / Return Bid To**

Daniel Wilson  
 Senior Administrative Assistant for Parks & Recreation  
 Phone 682.237.2919  
 Email [dwilson@trophyclub.org](mailto:dwilson@trophyclub.org)

**Secondary Contact**

Tony Jaramillo  
 Director of Parks & Recreation  
 Phone 682.237.2923  
 Email [tjaramillo@trophyclub.org](mailto:tjaramillo@trophyclub.org)

**Company Contact Information**

Company Name _____	Address _____
Company Phone _____	_____
Contact Name _____	Phone _____
Position _____	Email _____

The Request for Proposals (RFP) packet may be obtained online at [www.trophyclub.org/rfp](http://www.trophyclub.org/rfp) or at the Town Offices located at 1 Trophy Wood Drive, Trophy Club, Texas 76262.

The Town of Trophy Club reserves the right to waive any information and to reject any or all submittals. It is the policy of the Town of Trophy Club to afford all people an equal opportunity to bid on any contract let by the Town. The Town of Trophy Club has a policy that prohibits the discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract.

**PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR PROPOSAL.**

**RESPONSIVE BIDDER CHECKLIST**

The following documents must be included in your bid response to be considered responsive:

- Line items on the Item Response Form filled out in their entirety
- Insurance Checklist & Affidavit
- Vendor Acknowledgment Form
- Terms and Conditions of Bidding for Cooperative Purchasing
- Bid Certification
- Out of State Certification
- Vendor Supplement Information
- Lower Tier Participant Debarment Certification
- Prohibition on Contracts with Companies Boycotting Israel
- Flame Resistance Certification
- References

**Proposals may be submitted electronically via email to:**

[rfp@trophyclub.org](mailto:rfp@trophyclub.org)

Subject: Bid No. 202301, [Your Business's Name]

Electronically submitted bids must be submitted in .PDF format.

**Proposals may be delivered or mailed to:**

TOWN OF TROPHY CLUB  
ATTN: DANIEL WILSON  
1 TROPHY WOOD DRIVE  
TROPHY CLUB, TEXAS 76262

**Bids should be submitted in sealed envelopes marked with the Bid Number, closing date, and name and address of the bidder on the outside of the envelope. All documents are due by the dates mentioned in the Key Dates schedule section on page two (2) of this Contract. No late bids will be accepted.**

**ANNUAL REQUIREMENTS CONTRACT****I. SCOPE OF WORK**

The Town is soliciting bids for annual requirements contract for Indoor and Outdoor Event Equipment Rental and Related Services, according to the following specifications.

**II. CLARIFICATION OF REQUIREMENTS**

All requests for additional information or clarification concerning this ITB must be submitted, in writing, no later than the Question & Answer End date and time prescribed in the Key Dates schedule on page two (2). All questions must be submitted in writing via email to [dwilson@trophyclub.org](mailto:dwilson@trophyclub.org) and answers will be posted at [www.trophyclub.org/rfp](http://www.trophyclub.org/rfp) for all prospective bidders to review.

**III. OUTLINE FOR SUBMITTAL OF BID**

- a. If paper bids are submitted, each firm shall submit one (1) original copy of their bid, including all supporting documentation. If bids are submitted electronically, the bidder shall make sure all required supporting documentation is attached in the email in .PDF format. Failure to provide requested information in this ITB may result in disqualification from consideration. Bids shall be accepted until the prescribed date and time in the Key Dates schedule on page two (2). No late bids will be accepted. Bids must clearly show the Bid Number on the face of the envelope, as well as the closing date, and name and address of the bidder.
- b. The following documents must be included with this bid to be considered responsive:
  - i. Vendor Acknowledgement Form signed by a company representative authorized to contract for the company.
  - ii. References (3)
  - iii. All forms requested and included in this bid request.

**IV. TERM OF CONTRACT**

The contract period will be effective for twelve (12) months commencing on the date prescribed in the Key Dates schedule on page two (2). The Town shall have the option to extend the contract for four (4) additional one-year periods upon the same terms and conditions of the original invitation to bid. Each renewal period, if exercised and mutually agreed upon by both parties, will be for one (1) additional year. Prices shall remain firm for the duration of the initial contract period. The option to increase prices shall be made available with each renewal of the contract, no to exceed 3% as detailed "Price Adjustment Clause for Annual Contracts". The Town shall also have the right and option to terminate the agreement upon thirty (30) days written notice.

**V. CANCELLATION**

The successful bidder(s) will be awarded a contract on an exclusive basis. The Town has the option to terminate the contract at any time if the successful bidder(s) does not perform the contract to the Town's satisfaction or if funding is no longer available. Thereafter, either party may terminate the contract by giving the other party ninety (90) days prior written notice.

<b>ITEM RESPONSE FORM</b>
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Please note the specifications outlined for each item, as well as the definitions in the **Terms and Conditions of Bidding**, "Section 19. Exceptions To Specifications" and "Section 20. Minimum Required Inventory".

Item Number	Item Name and Description	Unit of Measure	Minimum Required Inventory	Cost per Unit
<b>Group 1 Outdoor Tents</b>				
<b>Item #1-1</b>	10x10 Tent (Frame and Canopy w/ Stakes)	Per Day	30	
<b>Item #1-2</b>	10x20 Tent (Frame and Canopy w/ Stakes)	Per Day	1	
<b>Item #1-3</b>	20x20 Tent (Frame and Canopy w/ Stakes)	Per Day	5	
<b>Item #1-4</b>	10x30 Tent (Frame and Canopy w/ Stakes)	Per Day	1	
<b>Item #1-5</b>	30x30 Tent (Frame and Canopy w/ Stakes)	Per Day	1	
<b>Item #1-6</b>	60x150 Tent (Frame and Canopy w/ Stakes)	Per Day	1	
<b>Item #1-7</b>	80x120 Tent (Frame and Canopy w/ Stakes)	Per Day	1	
<b>Item #1-8</b>	Fire Package (Lighted Exit Sign, Lighted No Smoking Sign, Fire Extinguisher)	Per Day	2	
<b>Item #1-9</b>	Sidewalls – 10'	Per Day	90	
<b>Item #1-10</b>	Sidewalls – 20'	Per Day	15	
<b>Item #1-11</b>	Sidewalls – 30'	Per Day	3	
<b>Item #1-12</b>	Side Walls 10x20	Per Day	#	
<b>Item #1-13</b>	Sandbag Weight	Per Day	#	
<b>Item #1-14</b>	10x10 Pop-Up Tent w/ Stakes	Per Day	30	
<b>Group 2 Outdoor Furniture</b>				
<b>Item #2-1</b>	Plastic Folding Rectangular 6 ft Table	Per Day	30	
<b>Item #2-2</b>	Plastic Folding Rectangular 8 ft Table	Per Day	30	
<b>Item #2-3</b>	Plastic Folding 6 ft Picnic Table	Per Day	30	
<b>Item #2-4</b>	Round Wood Cocktail Table 36"	Per Day	30	

<b>Item #2-5</b>	Round Plastic Cocktail Table 36"	Per Day	30	
<b>Item #2-6</b>	Round Plastic Folding Table 48"	Per Day	30	
<b>Item #2-7</b>	Plastic Folding Chair	Per Day	120	
<b>Item #2-8</b>	Outdoor 6ft Portable Bar	Per Day	2	
<b>Item #2-9</b>	Outdoor 8ft Portable Bar	Per Day	2	
<b>Group 3 Outdoor Accessories</b>				
<b>Item #3-1</b>	Black Pull-Out Stanchion with 6 Foot Retractable Belt	Per Day	30	
<b>Item # 3-2</b>	1,500-Watt Electric Stand Mount Patio Heater	Per Day	5	
<b>Item #3-3</b>	Port-A-Cool 24 Inch	Per Day	2	
<b>Item #3-4</b>	Port-A-Cool 36 Inch	Per Day	2	
<b>Item #3-5</b>	Mister	Per Day	5	
<b>Item #3-6</b>	25KvW Low Noise Diesel Generator with Fuel to Provide Full Capacity Operation for 8 Hours	Per Day	1	
<b>Item #3-7</b>	3000W Low Noise Diesel Generator with Fuel to Provide Full Capacity Operation for 8 Hours	Per Day	1	
<b>Item #3-8</b>	Spider Box	Per Day	5	
<b>Item #3-9</b>	Temporary Chain-Link Fence Panel	Per Day	1,000 ft.	
<b>Item #3-10</b>	Temporary Plastic Bicycle Fence	Per Day	1,000 ft.	
<b>Item #3-11</b>	White Picket Fence Panel	Per Day	1,000 ft.	
<b>Item #3-12</b>	Black Deck Stage Panel 4' x 4' Adjustable Height	Per Day	6	
<b>Item #3-13</b>	Black Deck Stage Panel 4' x 8' Adjustable Height	Per Day	6	
<b>Item #3-14</b>	Stage Skirt 4' x 4'	Per Day	12	
<b>Item #3-15</b>	Stage Skirt 4' x 8'	Per Day	12	
<b>Item #3-16</b>	Stage Steps	Per Day	1	
<b>Item #3-17</b>	20' x 16' Mobile Stage Trailer, Covered	Per Day	1	
<b>Item #3-18</b>	Two 8' x 8' Sound wings and One 8' x 12' Sound wing for Mobile Stage	Per Day	1	

<b>Item #3-19</b>	Ramp for Mobile Stage Trailer	Per Day	1	
<b>Item #3-20</b>	Standard Live 6+ Member Band Audio Package (Assorted Microphones, Speakers, Mixer, and Cables) for 2,000+ People	Per Day	1	
<b>Item #3-21</b>	Standard Lighting Package (Professional Chauvet, Par Fixtures, and Cables)	Per Day	1	
<b>Item #3-22</b>	Standard Power Distribution Package (Distributor, L21-30 Cables, 1' End Quad, and Cables)	Per Day	1	
<b>Group 4 Portable Restrooms</b>				
<b>Item #4-1</b>	Standard Porta-A-Potty	Per Day	15	
<b>Item #4-2</b>	ADA Porta-A-Potty	Per Day	5	
<b>Item #4-3</b>	Handwashing Station	Per Day	5	
<b>Item #4-4</b>	4 Stall Restroom Trailer, Lighted and Air Conditioned	Per Day	1	
<b>Item #4-5</b>	6 Stall Restroom Trailer, Lighted and Air Conditioned	Per Day	1	
<b>Item #4-6</b>	ADA Restroom Trailer, Lighted and Air Conditioned	Per Day	1	
<b>Group 5 Indoor Accessories and Catering Equipment</b>				
<b>Item #5-1</b>	Remote Controlled Par 64 LED Battery Operated Up lights with Charger	Per Day	6	
<b>Item #5-2</b>	Slim Par 56 LED 120V Up lights with Charger	Per Day	6	
<b>Item #5-3</b>	Frozen Beverage Machine 8 Quart	Per Day	2	
<b>Item #5-4</b>	Frozen Beverage Machine 12 Quart	Per Day	2	
<b>Item #5-5</b>	5 Gallon Drink Container – Black	Per Day	2	
<b>Group 6 Additional Charges</b>				
<b>Item #6-1</b>	After Hours Delivery Fee	Per Each		
<b>Item #6-2</b>	Timed Delivery	Per Each		
<b>Item #6-3</b>	Delivery Fee Monday thru Friday, 8 AM – 5 PM	Per Each		
<b>Item #6-4</b>	Fuel Surcharge Fee	Per Each		
<b>Item #6-5</b>	Chair Set Up	Per Each		
<b>Item #6-6</b>	Table No Linen Set Up Fee	Per Each		

<b>Item #6-9</b>	Teardown Chair Fee	Per Each	
<b>Item #6-10</b>	Teardown Table Fee	Per Each	
<b>Item #6-11</b>	Additional Labor Fee If Required	Per Hour	
<b>Item #6-12</b>	Pick Up Fee Monday thru Friday, 8 AM – 5 PM	Per Each	
<b>Item #6-13</b>	After-Hours Pick Up Fee	Per Each	



**TERMS AND CONDITIONS OF BIDDING**

1. **REQUIRED INFORMATION:** The Town of Trophy Club (“the Town”) solicitation packets contain various documents that require completion by the Offeror. Said information must be completed prior to the date and time set for the bid opening and shall be included with the bid packet to be considered a responsive Offeror.
2. **DEFINITIONS:**
  - a. “Offeror” refers to the submitter.
  - b. “Contractor” refers to a successful Bidder/contractor/service provider.
  - c. “Submittal” refers to those documents, which must be submitted to the Town by a Bidder.
  - d. “ITB” refers to an Invitation to Bid.
  - e. “RFQ” refers to a Request for Quotations.
  - f. “RFP” refers to a Request for Proposals.
3. **SUBMISSION OF SOLICITATIONS:**

A response to an ITB/RFQ/RFP may be submitted to the Town by any of the following means:

  - a. Hand carried to the Parks & Recreation Department located at the Trophy Club Town Hall, 1 Trophy Wood Drive, Trophy Club, Texas 76262.
  - b. Mailed to the Town of Trophy Club, Parks & Recreation, at 1 Trophy Wood Drive, Trophy Club, Texas 76262.
  - c. Electronically submitted via email, if specified in the solicitation documents.
  - d. No oral, telegraphic, telephonic, or facsimile submittals will be considered or accepted.
4. **OFFICIAL TIME:** The time clock in the Town Parks & Recreation Department office shall be the official time of receipt for all responses to an ITB/RFQ/RFP submitted in hard copy paper form. All late submittals received in the Trophy Club Parks & Recreation Department after the submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered.
5. **INCLEMENT WEATHER:** In case of inclement weather or any other unforeseen event causing the Town to close for business on the date of an ITB/RFQ/RFP submission deadline, the ITB/RFQ/RFP closing will automatically be postponed until the next business day the Town is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the Town may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the Town of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The Town reserves the right to make the final judgment call to extend any deadline.
6. **NOTIFICATION:** The Town utilizes *The Star Telegram* to disseminate notification of ITB/RFQ/RFP opportunities. The Town shall not be responsible for receipt of notification and information from any source other than those listed above. It shall be the vendor’s responsibility to verify the validity of all ITB/RFQ/RFP information received by sources other than those listed.
7. **OPENINGS:** All submittals will be opened and presented according to the legal requirements for the type of solicitation (i.e., invitation to bid, request for proposal, competitive sealed proposal, etc.) at the designated time and place specified in the solicitation. However, the reading of a quote at the opening should not be construed as a comment on the responsiveness of such quote or as any indication that the Town accepts such quote as responsive. The Town will make a determination as to the responsiveness of quotes submitted based upon compliance with all applicable laws, Town policy, and project documents, including but not limited to the project specifications and contract documents. The Town will notify the successful Bidder upon award of the contract and all requests for quotes received will be available for inspection after award.
8. **PREPARATION COSTS:** The Town will not be liable for any costs associated with the preparation, transmittal, or presentation of any ITB/RFQ/RFP submission or materials submitted in response to any ITB/RFQ/RFP.

9. **MINOR DEFECT:** The Town reserves the right to reject any or all ITB/RFQ/RFP submissions without cause prior to award, to waive formalities, or to proceed otherwise when in the best interest of the Town.
10. **ADDENDA:** Any interpretations, corrections, or changes to an ITB/RFQ/RFP will be made by written addenda. Sole issuing authority of addenda shall be vested in the Town Parks & Recreation Department. Addenda will be issued via the Town's website at [www.trophyclub.org/rfp](http://www.trophyclub.org/rfp).
11. **PRICE ESCALATION:** Price escalations will not be permitted by the Town during the term of the contract. All requests for price escalation shall be included during the renewal process in accordance with the Estimated Annual Requirement Contracts section, of this contract in a not to exceed amount of three (3) percent annually. The Town reserves the right to accept or reject any/all price escalations.
12. **TAXES:** The Town is exempt from Federal Excise and State Sales Taxes. Tax must not be included in the ITB/RFQ/RFP pricing. Tax exemption certificates will be executed by the Town and furnished upon request.
13. **ALTERATIONS/WITHDRAWALS:** Submittals may be withdrawn at any time prior to the official opening. Alterations made before the ITB/RFQ/RFP closing time must be initialed by the Bidder/Proposer guaranteeing authenticity. Submittals cannot be altered or amended after the ITB/RFQ/RFP closing. No ITB/RFQ/RFP submission may be withdrawn after opening time without an acceptable reason, in writing, and with the approval of the Parks & Recreation Department.
14. **ADDITIONAL INFORMATION:** The Town, when in the best interest of the Town, reserves the right to request additional information or clarification from vendors to determine Bidder's/Proposer's ability to meet the requirements specified by this ITB/RFQ/RFP.
15. **ESTIMATED ANNUAL REQUIREMENTS CONTRACTS:** In the case of an estimated annual requirements contract ITB, the contract shall be for a predetermined period as specified in the written document and the quantities specified are estimates only of our projected annual requirements. The award of an estimated annual requirements contract allows the Town to use the goods and/or services as the requirements and needs of the Town arise on an annual basis and during any subsequent renewal period(s) and provided funding is available. The Town is not obligated to pay for or use a minimum or maximum amount of goods and/or services and payment will be made pursuant to the unit prices bid in the contract. The Contractor shall have no claim against the Town for anticipated profits for the estimated quantities listed, diminished, or deleted.
16. **UNIT OF MEASURE:** A response to an ITB/RFQ/RFP must be submitted on units of measure specified, extend, and show the total price. In the event of discrepancies in extension, the unit prices shall govern.
17. **OPTION TO RENEW:** If a clause for an option to renew for an additional period(s) is (are) included, renewal(s) will be based solely upon the option and agreement between both the Town and the Contractor. Either party dissenting will terminate the agreement in accordance with its initial specified term.
18. **SPECIFICATIONS:** The Town has included, as a part of this document, detailed specifications. Any reference to a model/make and/or manufacturer used in the specifications is for descriptive purposes only and is not intended to be restrictive. Products/materials of like quality will be considered unless specifically excluded.
19. **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to the specifications shall do so at their own risk. Bidders shall clearly denote any deviation from specifications outlined in this document. Absence of such comment shall imply compliance with the specifications, as written. By offering substitutions, Bidder shall state exceptions in the response to an ITB/RFQ/RFP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. The Town reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the Town.
20. **MINIMUM REQUIRED INVENTORY:** Bidders shall take into consideration the minimum required inventory for each item. This quantity represents the estimated number of units the Town may require at any one time. The minimum required inventory is not a guarantee of services and does not reflect the actual quantity that may be

ordered by the Town. Bidders should not submit a unit price for an item of which the Bidder cannot supply the minimum required inventory.

21. **SAMPLES:** Samples if required, shall be furnished free of expense to the Town and if not used or destroyed in examination and testing, will be returned to the Bidder, if requested, at the Bidder's expense. Each sample must be marked with the Bidder's name and address and ITB/RFQ/RFP number reference. SAMPLES SHOULD NOT BE ENCLOSED WITH A RESPONSE TO A ITB/RFQ/RFP UNLESS REQUESTED.
22. **F.O.B./DAMAGE:** All delivery, freight, and packing charges (F.O.B. Destination, inside delivery to Town designated locations) are to be included as part of the price. The Town assumes no liability for goods delivered in a damaged or unacceptable condition. The Contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the Town of damage.
23. **SECURITY/BONDS:** If required by the solicitation documents, bid security shall be submitted with the response to a ITB/RFQ/RFP. Any response to a ITB/RFQ/RFP submitted without the required bond, payment bond, or cashiers/certified check, shall be considered non-responsive and shall not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the Town, prior to commencement of any work pursuant to the agreement provisions.
24. **TABULATIONS:** ITB/RFQ tabulations will be electronically posted within forty-eight (48) hours after the ITB/RFQ opening at [www.trophyclub.org/rfp](http://www.trophyclub.org/rfp). ITB/RFQ RESULTS WILL NOT BE GIVEN BY TELEPHONE.
25. **BIDDER QUALIFICATIONS:** A prospective bidder must meet the following minimum requirements:
  - a. Must have adequate financial resources, or the ability to obtain such resources as required;
  - b. Must be able to comply with the required or proposed delivery/completion schedule;
  - c. Must have a satisfactory record of performance;
  - d. Must have a satisfactory record of integrity and ethics;
  - e. Must be otherwise qualified and eligible to receive an award;
  - f. The Town may request representation and other information sufficient to determine the bidder's ability to meet these minimum standards listed above.
26. **AWARD OF CONTRACT:** The Town reserves the right to award this contract by one of the following methods. The method selected will be in the best interest of the Town, as determined by the Parks & Recreation Department.
  - a. To the lowest responsible bidder(s), bidding all items and meeting all specifications;
  - b. To award to one or more bidders/proposers;
  - c. To the lowest responsible bidder(s) meeting specifications, per line item;
  - d. If specified, to the low bidder(s) meeting specifications, per category. To qualify for an award of a category, a bidder must bid all items within that category. If all items of a category are not bid by all vendors, award shall be made in the best interest of the Town.
  - e. To the bidder(s)/proposer(s) who provide the goods or services specified in the solicitation at the best value to the Town in compliance with Texas Local Government Code, Chapter 252.043.
  - f. The Town reserves the right to reject any or all ITB/RFQ/RFP submissions without cause prior to award, to waive formalities, or to proceed otherwise when in the best interest of the Town.
27. **INVOICES:** Invoices must be submitted by the Contractor to the Town of Trophy Club, Parks & Recreation, and 1 Trophy Wood drive, Trophy Club, Texas 76262 or electronically e-mailed to [parksandrec@trophyclub.org](mailto:parksandrec@trophyclub.org). All invoices shall include the purchase order number. Payment terms are NET 30 unless otherwise specified. Prompt payment discounts may be considered by the Town in determining the lowest responsible Offeror.
28. **DELIVERY PROMISE:** Solicitations must show the number of calendar days required to place the materials at the Town's receiving location specified or Town as requested by Town staff under normal conditions. Do not quote shipping dates. Consistent failure of a bidder to meet delivery promises without valid reason may cause

cancellation of contract and removal from receiving future awards. When delivery delay can be foreseen, the Contractor shall give prior notice to the Parks & Recreation Department, which shall have the right to extend the delivery date, if reasons for delay appear acceptable. The Contractor must keep the Parks & Recreation Department always advised as to the status of the order. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Parks & Recreation Department to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting Vendor. Every effort will be made by the Parks & Recreation Department to locate the goods at the same or better price as that originally contracted. The Town is not under any obligation to lease every item listed and described by the Contractor in the Item Response Form of this contract. The Town will request for items from the Contractor on an as needed basis only without a minimum requirement.

29. **TITLE:** The title and risk of loss of goods shall not pass to the Town until the Town receives and takes possession of the goods at the point(s) of delivery.
30. **PLACE OF DELIVERY:** The place of delivery shall be that set forth in the purchase order. The terms of this contract are "no arrival, no sale."
31. **DELIVERY TIME:** Deliveries will be acceptable only during normal business hours, Monday through Friday between 8:00 a.m. and 5:00 p.m. Central Time at designated Town receiving departments, unless prior arrangements have been made.
32. **PATENT RIGHTS:** The Contractor agrees to indemnify and hold the Town harmless from any claim involving patent right infringement or copyrights on goods supplied.
33. **ASSIGNMENT:** The Contractor shall not sell, assign, transfer or convey this agreement in whole or in part without the prior written consent of the Parks & Recreation Department.
34. **CORRESPONDENCE:** The ITB/RFP/RFP number must appear on all correspondence, inquiries, etc. pertaining to the solicitations.
35. **TERMINATION FOR DEFAULT:** The Town reserves the right to enforce the performance of this contract in a manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of this contract. The Town reserves the right to terminate the contract immediately in the event the Contractor fails to: 1) Meet delivery schedules, or 2) Otherwise perform in accordance with these specifications.
36. **FUNDING:** The Town is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis; accordingly, the Town reserves the right to terminate, without liability to the Town, any contract for which funding is not available.
37. **INDEMNIFICATION:** CONTRACTOR DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY THE TOWN), FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, BODILY INJURY INCLUDING DEATH, DISEASE, SICKNESS, PROPERTY DAMAGES OR LOSS, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, FAILURE TO PAY A SUB-CONTRACTOR OR SUPPLIER, A VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE OR OTHER LEGAL REQUIREMENT, IN THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR, ITS AGENTS, CONSULTANTS AND SUB-CONTRACTORS, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL INCLUDING ANY ACTION AGAINST TOWN FOR PERSONAL INJURY OF ANY EMPLOYEE OF THE CONTRACTOR, ITS SUBCONTRACTORS, CONSULTANTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF TOWN. INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONTRACTOR'S

**LIABILITY. THE CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT OR BY ANY OTHER EMPLOYER UNDER THE WORKER'S COMPENSATION OR DISABILITY LAWS OR ACTS, OR SIMILAR EMPLOYEE BENEFITS ACTS. THIS PROVISION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR ABANDONMENT OF THE WORK OR SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT AND THE TERMINATION OF THIS AGREEMENT. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE TOWN IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE CONTRACTOR, ON NOTICE FROM THE TOWN, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT THE CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE TOWN. IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION BY CONTRACTOR, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE CONTRACTUAL OBLIGATIONS AND SHALL OPERATE TO AMEND THE OBLIGATIONS TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.**

38. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure, in writing, to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
39. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Tarrant County, Texas and Denton County, Texas. Venue for any action shall be in State District Court of Tarrant County and Denton County, Texas.
40. **FINANCIAL INTEREST:** The Town of Trophy Club Charter provides that no officer or employee of the Town shall have a financial interest, direct or indirect, in any contract with the Town, or be financially interested, directly or indirectly, in the sale to the Town of any land, materials, supplies or services, except on behalf of the Town and any officer or employee guilty thereof shall there by forfeit such person's office or position. Any violation of this provision shall render this contract voidable at the discretion of the Town.
41. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** A person or business, and their agents, who contract with the Town or seek to contract with the Town for the sale or purchase of goods, services or property; are required by Texas Local Government Code, Chapter 176, to file a Conflicts Disclosure Questionnaire (FORM CIQ), if applicable, created by the Texas Ethics Commission, which is available online at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf> . The form must be filed with the Town Secretary no

later than seven (7) days after the date the person or business begins contract discussions or negotiations with the Town, or submits an application, response to a ITB/RFP/RFP, correspondence, or other writing related to a potential agreement with the Town for the sale or purchase of goods, services or property. Such person and businesses, and their agents, must also file an updated questionnaire, if applicable, not later than September 1 of each year in which the person or business begins contract discussions or negotiations with the Town, or submits an application, response to a ITB/RFP/RFP, correspondence, or other writing related to a potential agreement with a Town and within seven (7) days after the date of an event that would make as filed questionnaire incomplete or inaccurate. An updated complete questionnaire is not required if the person or business filed a questionnaire or updated questionnaire after June 1 but before September 1.

42. **STORM WATER POLLUTION:** All Contractors shall comply with all local, state, and federal storm water pollution prevention rules, regulations, laws, and ordinances. For more information, please visit <https://www.trophyclub.org/234/Stormwater-Regulation>.

**ESTIMATED ANNUAL REQUIRMENTS CONTRACTS**

The Town is accepting bids to establish a fixed price annual requirements contract for Indoor and Outdoor Event Equipment Rental and Related Services, as specified in this solicitation.

The contract period will be effective for twelve (12) months commencing on the date prescribed in the Key Dates schedule on page two (2) under "General Information".

- A. All prices quoted in the proposals will remain firm until the commencement of the contract as mentioned below in section (B) unless otherwise specified by the Town of Trophy Club.
- B. Anticipated contract effective date is the 1<sup>st</sup> day of March 2023, and shall expire at midnight, September 30, 2023, unless otherwise earlier terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for four (4) additional one-year periods, if agreed upon in writing by both parties.
- C. If during the life of the contract, the successful Bidder's net prices to other customers for the 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 Town.
- D. If approved by the Town, the Contactor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the Town. The maximum increase allowed under this provision shall be a maximum of three percent (3%) per year. The Town shall have authority, in its reasonable discretion, to determine the validity of any change in the Contractor's rates. Town shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. Town cannot exercise the Option to Extend with any price increase unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation.

First Additional Year Escalation Percentage..... \_\_\_\_\_%

Second Additional Year Escalation Percentage..... \_\_\_\_\_%

Third Additional Year Escalation Percentage..... \_\_\_\_\_%

Fourth Additional Year Escalation Percentage..... \_\_\_\_\_%

The Town shall have the option to extend the contract for four (4) additional one-year periods upon the same terms and conditions of the original invitation to bid. Each renewal period, if exercised and mutually agreed upon by both parties, will be for one (1) additional year. Prices shall remain firm for the duration of the initial contract period. The Town will also have the right and option to terminate the agreement upon thirty (30) days written notice.

The quantities specified are estimates only of our projected annual requirements. The award of an estimated annual requirements contract allows the Town to use the items and services as the requirements and needs of the Town arise on an annual basis and during any subsequent renewal period(s). Quantities may be increased beyond the estimated quantities listed in this bid, as necessary, provided funding is available. Quantities may be decreased below the estimated quantities listed in this bid, as necessary. The Town is not obligated to pay for or use a minimum or maximum number of items or services and payment will be made pursuant to the unit prices bid in the contract. The Contractor shall have no claim against the Town for anticipated profits for the estimated quantities listed, diminished, or deleted.

**PRICE ADJUSTMENT CLAUSE FOR ANNUAL CONTRACTS**

- A. The unit prices of all items purchased under an estimated annual requirements contract is firm for the first annual period of this contract. However, if the option to renew for additional one-year period(s) is exercised by the Town, a price adjustment upward (or downward) may be requested by the Contractor by the application of the formula set forth in (B) below. The index to be used in the computation of the price adjustment shall be the Consumer Price Index for all Urban Consumers (CPI-U): U.S. City Average for All Items 1982-84=100, which is issued by the U.S. Department of Labor, Bureau of Labor Statistics.
- B. The index published for the month of December 2022 shall be used as a base for determining price adjustment(s). The index for the month of December for each subsequent renewal period shall be used in determining the adjusted contract price(s) for the ensuing contract period(s), should renewal option(s) be exercised, and unit price adjustments be requested. Contract price adjustment shall be determined as follows:  $\text{Unit Price} \times \frac{\text{Index} - \text{Base Index}}{\text{Base Index}}$  (the point difference between the base index and the subsequent specified index is divided by the beginning index points and multiplied by 100) if the index equals the amount of price change. Whenever a price adjustment is made pursuant to this clause in contracts with multiple renewal options, the index that was used for computing the most recent price adjustment(s) shall become the new base index for determining further adjustments. There shall be a minimum of at least twelve months between price adjustments for contracts having multiple renewal options.
- C. Upon approval by the Town, the new unit prices will then be firm for the term of the optional additional contract period(s) or until subsequent price adjustments are approved by the Town.



## INSURANCE COVERAGE

Review this section carefully with your insurance agent *prior* to bid or proposal submission. See the "Insurance Checklist and Affidavit" incorporated herein for specific coverages applicable to the contract.

### **GENERAL INSURANCE REQUIRMENTS:**

- 1.1 The Contractor shall not start work under this Contract until the Contractor has obtained at his own expense all the insurance called for hereunder and such insurance has been approved by the Town; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor and subcontractors for the Town of Trophy Club will be granted only after submission to the Town of original, signed certificates of insurance or, alternately, at the Town's request, certified copies of the required insurance policies.
- 1.2 The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation and Employer's Liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the Town immediately upon request.
- 1.3 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until ten (10) days prior written notice has been given to the Town of Trophy Club".

**NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.**

- 1.4 No acceptance and/or approval of any insurance by the Town shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both by the provisions of the Contract Documents.
- 1.5 The Contractor shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the Town of Trophy Club.
- 1.6 THE CONTRACTOR COVENANTS TO SAVE, DEFEND, HOLD HARMLESS AND INDEMNIFY THE TOWN AND ALL OF ITS ELECTED OR APPOINTED OFFICIALS, AGENTS AND EMPLOYEES (COLLECTIVELY THE "TOWN") FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, INJURY, COST (INCLUDING COURT COSTS AND ATTORNEY'S FEES), CHARGES, LIABILITY OR EXPOSURE, HOWEVER CAUSED, RESULTING FROM OR ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONTRACTOR'S PERFORMANCE OR NON-PERFORMANCE OF THE TERMS OF THE CONTRACT DOCUMENTS OR ITS OBLIGATIONS UNDER THE CONTRACT. THIS INDEMNIFICATION SHALL CONTINUE IN FULL FORCE AND EFFECT DURING ALL APPLICABLE STATUTE OF LIMITATIONS PERIODS. ADDITIONALLY, INDEMNIFICATION SHALL CONTINUE UNTIL THE CONTRACTOR COMPLETES ALL OF THE WORK REQUIRED UNDER THE CONTRACT, EXCEPT THAT INDEMNIFICATION SHALL CONTINUE FOR ALL CLAIMS INVOLVING PRODUCTS OR COMPLETED OPERATIONS AFTER FINAL ACCEPTANCE OF THE WORK BY THE TOWN FOR WHICH THE TOWN GIVES NOTICE TO THE CONTRACTOR AFTER THE TOWN'S FINAL ACCEPTANCE OF THE WORK.

- 1.7 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of all descriptions used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person property wherever located, resulting from any action, omission, commission, or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the Town.
- 1.8 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the Town shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Town for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.9 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Town from supervising or inspecting the project as to the result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
- 1.10 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the Town. The Contractor shall be as fully responsible to the Town for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- 1.11 Precaution shall be always exercised by the Contractor for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees, and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.
- 1.12 Written requests for consideration of alternate coverages must be received by the Town at least ten (10) working days prior to the date set for receipt of bids or proposals. If the Town denies the request for alternative coverages, the specified coverages will be required to be submitted.

**INSURANCE CHECKLIST AND AFFIDAVIT:****\*\*TO BE SIGNED AND SUBMITTED AS PART OF BID\*\***

- Commercial General Liability covering bodily injury and property damage (including the property of the Town, its officers, agents and employees (collectively the Town)) with minimum limits on a per project basis of **One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate (PER PROJECT)**. This policy shall be primary to any policy or policies carried by or available to the Town and shall include products/completed operations coverage with a minimum aggregate limit of Two Million Dollars (\$2,000,000) and Personal & Advertising Injury coverage with a minimum occurrence limit of One Million Dollars (\$1,000,000).
- Workers' Compensation/Employer's Liability Insurance in full accordance with the statutory requirements of the state or states where the Work is to be performed and shall include bodily injury, occupational illness or disease coverage with minimum **Employer's Liability limits of \$1,000,000/\$1,000,000/\$1,000,000**. Worker's comp coverage policy shall contain an **Alternate Employer Endorsement and such endorsement shall be provided to the Town**.
- Automobile Liability Insurance covering all operations of Contractor pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than **One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability**.
- Excess Liability Insurance. **Contractor shall maintain excess liability insurance with a limit of not less than \$2,000,000**. Such insurance shall be excess of the commercial general liability insurance, business auto liability insurance and employers liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by Town and shall be provided on a "following form basis." Contractor waives all rights against Town, and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the umbrella liability insurance obtained by Town pursuant to this Paragraph. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

**Waiver of Subrogation Rights.** The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the Town and/or Town Indemnitees.

**Additional Insured Status.** All insurance shall be endorsed to name the Town, its officers, and employees as additional insureds as to all applicable coverage except for the Workers Compensation Insurance and Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the Town that indicates the insurance company will provide to the Town at least a thirty (30) day prior written notice for cancellation, non-renewal of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Contractor shall provide at least thirty (30) days prior written notice to the Town of any cancellation, non-renewal and/or material changes to any of the policies of insurance. The Additional Insured status for the Town must remain in force and effect for 24 months following completion of the project.

**Insurance Checklist And Affidavit Continued**

**Carriers; Certificates.** All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A-" by AM Best or other equivalent rating service. All policies, except the Workers Compensation policies, must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the Town. A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the Town prior to commencement of the work or services. On every date of renewal of the required insurance policies, the Contractor shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the Town. In addition, the Contractor shall within ten (10) business days after written request provide the Town with certificates of insurance and policy endorsements for the insurance required herein.

**Duration of Fulfillment.** Contractors, including their respective subcontractors, representatives, agents, and assigns providing services in fulfillment of the obligations of Contractor, under the terms of this Agreement, shall provide and maintain insurance as depicted on the insurance checklist throughout the entire term of this Agreement. Should the Contractor fail to comply with this provision, the Town of Trophy Club may terminate this agreement upon five (5) days written notice to Contractor.

**INSURANCE AGENT AFFIDAVIT**

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the below-identified contractor. If the below-identified contractor is awarded this contract by the Town of Trophy Club, I will be able, within ten (10) working days after being notified of such award, to furnish a valid insurance certificate to the Town meeting all the requirements contained in this bid.

_____	
Insurance Agent Signature	Insurance Agent Name (Print)
Insurance Carrier Name _____	Address _____
Phone _____	_____
Contractor Name (Print) _____	

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**CONFLICT OF INTEREST QUESTIONNAIRE**

Chapter 176 Texas Local Government Code requires the public disclosure of certain information concerning persons doing business or seeking to do business with the Town, including family, business, and financial relationships such persons may have with City officers and employees involved in the planning, recommending, selecting, and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

<https://www.ethics.state.tx.us/forms/conflict/>

The vendor acknowledges by doing business or seeking to do business with the Town that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with the Town who does not comply with this practice may risk award consideration of any Town contract.

For a listing of current Town Officers:

<https://www.trophyclub.org/Directory.aspx>

**CERTIFICATE OF INTERESTED PARTIES**

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 form 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 form discloses any interested parties who have a controlling interest (10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract (broker, intermediary, advisor, and/or attorney), if any. 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 and new rules (Chapter 46) on November 30, 2015.

The *successful bidder* will be required to submit a signed 1295 form to the Town prior to the award of this bid and/or prior to signing a contract with the Town. The successful bidder will be required to download the form via the Texas Ethics Commission's website at:

<https://www.ethics.state.tx.us/filinginfo/1295/>

The "identification number" to be used on the 1295 form for this procurement is the Bid Number identified under the "General Information" section of this RFP.

All prospective bidders shall familiarize themselves with this requirement and agree to provide the completed Form 1295 if selected as the successful bidder for this procurement.

## **REQUIRED DOCUMENTS SECTION**

The following forms must be filled out in their entirety and submitted with your proposal to be considered responsive.

**VENDOR ACKNOWLEDGEMENT FORM**

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices submitted in response to this ITB have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the submittal.

The following information must be filled out in its entirety for the submittal to be considered.

Company

Name _____	Phone _____
Address _____	Tax ID Number _____
_____	
_____	

Name, Address, Phone, and Email of **Majority Owner of Company**

Owner Name _____	Phone _____
Address _____	E-Mail _____
_____	
_____	

Authorized Representative:

Signature _____	Date _____
Printed Name _____	Title _____

Acknowledgment of Addenda

Addenda #1   
 Addenda #2   
 Addenda #3   
 Addenda #4   
 Addenda #5

**TERMS AND CONDITIONS OF BIDDING FOR 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 Town 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 Town 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



**CERTIFICATION AND REPRESENTATION M/WBE STATUS**

*This information is not required for submission.*

\_\_\_\_\_ 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 agency of M/WBE status of your company with your response to the ITB/RFQ/RFP.

**Please Note:** This data is requested for informational purposes only and will not affect the ITB/RFQ/RFP award.

**CERTIFICATION OF NON-DISCRIMINATION**

- A. The Contractor (successful bidder) and/or any subcontractor(s), if permitted, certifies complete compliance with the Federal Civil Rights Law and the Americans with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs and services. These practices, programs, and services shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- B. The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, disability, gender, ancestry, national origin, or place of birth.
- C. Upon request by the Town, the Contractor shall furnish all information or reports required to investigate his/her payrolls and personnel records, which pertain to current contract(s) with the Town for purposes of ascertaining compliance with this non-discrimination certification.

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submission of a response to this ITB, the Bidder certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this response to this ITB have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been bid herein have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening of ITB responses, directly or indirectly to any other bidder or competitor; and
- C. No attempt has been made by the Bidder to induce any other person or firm to submit or not to submit a ITB response for the purpose of restricting competition.

**BID CERTIFICATION**

The undersigned hereby certifies that he has read, understands and agrees that acceptance by the Town of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he agrees to fully comply with documentary forms herewith made a part of this specific procurement.

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
AUTHORIZED SIGNATURE

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

PHONE \_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_  
\_\_\_\_\_

**OUT OF STATE CERTIFICATION**

As defined by Section 2252.001 of the Texas Government Code, a “nonresident bidder/proposer” means a bidder/proposer whose principal place of business is not in Texas but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

- I certify that my company is a “Resident Bidder/Proposer”:
- I certify that my company qualifies as a “Non-Resident Bidder/Proposer”

*Note: You must furnish the following information only if your company qualifies as a “Non-Resident Bidder/Proposer”.*

Indicate the following information for your “Resident State” (the state in which your principal place of business is located):

Company Name	Address	
City	State	Zip

1. Does your “resident state” require proposers whose principal place of business is in Texas to underprice proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
  - Yes
  - No

2. What is the prescribed amount or percentage?

\$ \_\_\_\_\_ or \_\_\_\_\_ %

By signature below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

**VENDOR SUPPLEMENTAL INFORMATION**

Name of Company: \_\_\_\_\_

Indicate the state by which your business is governed: \_\_\_\_\_

The company is a:

Sole Proprietorship

General Partnership

Limited Partnership

Corporation

Other: \_\_\_\_\_

Year the company was established and former names of the company, if applicable.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the company is a **sole proprietorship**, please list the owner’s full legal name, the name under which business is conducted (i.e., d/b/a), the address for the company, including the state and county in which your business is located:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Vendor Supplemental Information Continued**

In the case of a **limited partnership** (foreign or domestic), is it registered with the Secretary of the State of the State of Texas and authorized to do business in this State?

Yes  No

In the case of a **limited partnership** (foreign or domestic), is its general partner(s) registered with the Secretary of State of the State of Texas and authorized to do business in this State?

Yes  No

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers of the corporation:

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In the case of a **corporation** (foreign or domestic), is it registered with the Secretary of State of the State of Texas and authorized to do business in this State?

Yes  No

If the company is a **limited liability company**, please list the exact name of the limited liability company, whether it is a limited liability company formed under the laws of the State of Texas or another state, the business address for the limited liability company, including the state and county, and list the names of all the members/managers for the limited liability company:

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In the case of a **limited liability company** (foreign or domestic), is it registered with the Secretary of State of the State of Texas and authorized to do business in this State?

Yes  No

In the case of a **limited liability company** (foreign or domestic), is its member(s)/manager(s) (if not an individual) registered with the Secretary of State of the State of Texas and authorized to do business in this State?

Yes  No

If the company is **another entity not listed above**, please lists the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and lists the names of all of the persons authorized to act on the company's behalf:

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**LOWER TIER PARTICIPATION DEBARMENT CERTIFICATION**

\_\_\_\_\_, being duly

(Name of certifying official)

sworn or under penalty of perjury under the laws of the United States, certifies that neither

\_\_\_\_\_, nor principals

(Name of lower tier participant)

are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible, or
- voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution of administrative sanctions.

EXCEPTIONS:

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Certification

**PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. “Company” is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

I, \_\_\_\_\_, the \_\_\_\_\_  
(Name of Certifying Official) (Title or Position of Certifying Official)

of \_\_\_\_\_, does hereby verify on behalf of said company to the  
(Name of Company)

Town of Trophy Club that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Certification

**FLAME RESISTANCE CERTIFICATION**

All bids must be submitted with a copy of your company's flame resistance certification for all tents proposed to be used during this contract that meets the following requirements set forth by 2021 International Fire Code.

**3103.2 Approval required.** Tents and membrane structures having an area in excess of 400 square feet (37 m<sup>2</sup>) shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the fire code official.

**3104.2 Flame propagation performance testing and certification.** Before a permit is granted, the owner or agent shall file with the fire code official a certificate provided by the product manufacturer to verify that the materials have been tested and certified by an approved testing laboratory. The certificate shall indicate that the floor coverings, tents, membrane structures and their appurtenances, which include sidewalls, drops and tarpaulins, are composed of materials meeting the flame propagation performance of Test Method 2 of NFPA 701. Additionally, it shall indicate that the bunting and combustible decorative materials and effects are composed of material meeting the flame propagation performance criteria of Test Method 1 or Test Method 2 of NFPA 701, as applicable. Alternatively, the materials shall be treated with a flame retardant in an approved manner and meet the flame propagation performance criteria of the applicable test method of NFPA 701. The certificate shall indicate compliance with the testing requirements of NFPA 701, Chapter 16. The flame propagation performance criteria shall be effective for the period specified by the permit.

**3104.3 Label.** Membrane structures or tents shall have a permanently affixed label bearing the following information:

1. The identification of size and fabric or material.
2. The names and addresses of the manufacturers of the tent or air-supported structure.
3. A statement that the fabric or material meets the requirements of Section 3104.2.
4. If treated, the date the fabric or material was last treated with flame-retardant solution, the trade name or kind of chemical used in treatment, name of person or firm treating the fabric or material, and name of testing agency and test standard by which the fabric or material was tested.
5. If untreated, a statement that no treatment was applied when the fabric or material met the requirements of Section 3104.2



**REFERENCES**

Please list a minimum of three (3) references, **other than the Town of Trophy Club**, who can verify your performance as a vendor. **References shall be from customers for whom your firm has provided the same goods and/or services in similar size and scope as the City needs specified in this bid request within the past three (3) years.** Inaccurate, obsolete, or negative responses from the listed references may result in the rejection of your submittal. All fields, including an email address, are mandatory. References will be checked by the Town. Additional pages may be attached, if needed.

1. Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City / State / Zip \_\_\_\_\_  
Contact / Title \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Email \_\_\_\_\_  
Dates \_\_\_\_\_
  
2. Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City / State / Zip \_\_\_\_\_  
Contact / Title \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Email \_\_\_\_\_  
Dates \_\_\_\_\_
  
3. Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City / State / Zip \_\_\_\_\_  
Contact / Title \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Email \_\_\_\_\_  
Dates \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**SAMPLE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Agency Name 1234 Main Street Trophy Club, Texas 76262	<b>CONTACT NAME:</b> John Smith <b>PHONE (A/C, No, Ext):</b> (123)456-7890 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> john.smith@agency.com INSURER(S) AFFORDING COVERAGE <b>NAIC #</b> INSURER A : <b>AM Best Rating of A- or better</b> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
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**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	#####	MM/DD/YYYY	MM/DD/YYYY	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	#####	MM/DD/YYYY	MM/DD/YYYY	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	#####	MM/DD/YYYY	MM/DD/YYYY	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 30-day Notice of Cancellation, Waiver of Subrogation, Additional Insured shall apply to all policies. General Liability and Auto policies shall be written on a Primary and Non-Contributory basis. Workers Comp policy shall name COR as an alternate employer (for any risk required if temporary employment service or COR controls actions of others employees). No CCC exclusion permitted on General Liability and Auto policies on any risk where city property is in their care, custody or control to provide service.

<b>CERTIFICATE HOLDER</b> Town of Trophy Club 1 Trophywood Drive Trophy Club, TX 76262	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <b>SAMPLE</b>
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