



CITY OF KYLE, TEXAS REQUESTS FOR PROPOSAL (RFP)
DOWNTOWN CHRISTMAS TREE: RFP-2020-12-PARD

SPECIFICATIONS AND GENERAL PROPOSAL REQUIREMENTS FOR THE DOWNTOWN CHRISTMAS TREE
INSTALLATION FOR THE CITY OF KYLE

NOTICE TO RESPONDERS:

The City of Kyle is accepting proposals to provide the City with the installation, decoration, maintenance, removal, and storage of a Christmas Tree for the City of Kyle's downtown Mary Kyle Hartson City Square Park as stated in this RFP and posted on our website: www.cityofkyle.com. Proposals marked **CHRISTMAS TREE: RFO-2020-12-PARD** are to be submitted to:

Mariana Espinoza
City of Kyle, Director of Parks and Recreation
700 Lehman Rd Kyle, TX 78640
(512) 262-3939

REQUEST FOR PROPOSAL DEADLINE: 2:00 PM, MONDAY, April 27, 2020

All proposals received will be reviewed by City Staff. The staff's recommendation will go to the Kyle City Council for final approval.

Proposals should be clearly marked, "CHRISTMAS TREE: RFP-2020-12-PARD". Any proposal received later than the specified time, whether delivered in person, postal mail or emailed shall be disqualified. The City of Kyle will not be responsible for delivering mail from the post office. The City of Kyle will not be responsible for proposals delivered to any location other than the one specified above. The City of Kyle will not be responsible for emailed proposals that did not get into "in-box". Respondents are encouraged to hand deliver their proposals well ahead of opening time or follow up to confirm their proposals were received before deadline.

The City of Kyle reserves the right to reject any or all proposals submitted. Resolution 795-Adopted March 20, 2012: The City of Kyle City Council hereby gives local preferences if the contractor meets requirements under the Local Government Code Section 271.9051.

The City of Kyle is exempt from taxation under the Sales Tax and Use Tax Laws, and proposals shall not include such taxes.

SCOPES:

1. The contractor shall provide the following:
 - Sale of a Christmas Tree that will be erected in Downtown Kyle at Mary Kyle Hartson City Square Park
 - Annually deliver, install, decorate, maintain, remove and store the Christmas Tree

2. A site visit or virtual meeting is required prior to any company submitting a proposal. The site visit or virtual meeting must be accompanied by a City of Kyle representative and the "Site Visit Verification Form" must be completed, signed and on file for proposal to be considered. A copy will be given to attendees and it will be their responsibility to send copy with proposal. Site visits or virtual meetings may be scheduled during normal business hours between April 6, 2020 and April 20, 2020. To schedule a visit, please contact City of Kyle Director of Parks and Recreation as listed above.
3. This Request for Proposal is for three (3) years of services beginning with November 16, 2020. Winning proposal may be reviewed, renegotiated and/or amended for the 2021 and 2022 Christmas Holiday Season if both Contractor and City agree to new agreement within 90 calendar days from November 1st.
4. It is customary and common for City Departments to request proposals for participation in programs funded or sponsored by the City. The Kyle Holiday Lights is partially funded by City tax dollars. Therefore, the agreement to provide these services must be open to all interested in submitting a proposal. By submitting an RFP, the organization agrees to the terms and proposals being submitted.
5. The Kyle Parks and Recreation Department reserves the right to accept or reject any proposal submitted for any and all reasons.
6. The contractor will maintain general automobile liability insurance for all vehicles which the contractor brings onto City property or use in any manner in the provision of services, including transportation to and from the site where the services are rendered.
7. The contractor shall maintain general liability insurance in the amount of at least \$1,000,000 per incident/occurrence and \$1,000,000 in aggregate for all incidents/occurrence during the policy period.
8. The contractor shall maintain Worker's Compensation Insurance on all of the Company's employees.
9. The contractor shall provide, in a form acceptable to the City, certificates of Worker's Compensation Insurance, Auto Liability Insurance and General Liability Insurance.
10. The subsequent years are subject to funding by City Council and will be approved within the 90 days when renewal is being considered.
11. Future holiday tree displays are conditioned upon continued budget allocations. Being awarded the proposal does not guarantee said funding beyond 2020.
12. The contractor will be responsible for installing, decorating, removing and storing the Christmas Tree each year,
13. The contractor shall provide cell phone contact information to ensure communication before, during and after installation.
14. The contractor shall provide City staff one week before installation, a printed, detailed, itemize, inventory shopping list of all tree decoration.
15. The contractor shall provide written procedures outlining plans for delivery, set-up and storage of the Christmas Tree and the plan for the tree response to variable weather.
16. The contractor shall remove the Christmas Tree and decorations by January 15 of each year.
17. The contractor shall install the Christmas Tree and decorations by the week prior to Thanksgiving each year. Installation should begin on November 1st of each year.
18. All calls to the contractor shall be responded to within one hour. If on-site remedies are necessary, the contractor should work to correct the issue within two hours of the initial call.
19. The contractor shall install, remove and store Christmas Tree decorations including, but not limited to, lights, lighted wreaths, ornaments, tree topper and bows.
20. The contractor will provide annual refurbishment, including but not limited to replacing bulb burnouts and repairing loose clips.
21. The proposal shall include a company narrative that includes, but not limited to:
 - The history of the company
 - The experience of the company's principals

- A descriptive narrative of the company's ability to provide a Christmas Tree, install, decorate and store yearly.
- Names of other Texas cities that you have sold or provided a Christmas Tree to for the past three years similar to the scope and size of this proposal and contact information for reference purposes.
- Photos, video or links to Christmas Tree displays you have produced during the last 3 years in Texas of similar size and scope.

22. The City of Kyle reserves the right to increase, decrease and/or adjust the size of the tree and amount of decorations based on adopted budget.

RFP RESPONSE FORMAT:

The proposal shall be submitted that shows the final total costs to complete all scopes listed. It is required that you complete and return the RFP Response Page and all supporting documents as listed in Scope to be considered.

TERMINATION FOR DEFAULT:

The City of Kyle reserves the right to enforce the performance of successful proposal in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of agreement. The City reserves the right to terminate the agreement immediately in the event the successful proposal fails to: 1) meet delivery schedules; 2) otherwise performs in accordance with these specifications. Breach of contract of default authorizes the City to, among other things, award to another proposal, purchase elsewhere and charge the full increase in cost and handling to defaulting successful proposal.

TERMS OF PAYMENT:

Any conditions other than payment in full 30 days after services provided shall be included in proposal. This includes deposits and payments made the night of the show must be written in the proposal.

LIABILITY INSURANCE:

The Contractor shall maintain general liability insurance in the amount of at least \$1,000,000 per incident/occurrence and \$1,000,000 in aggregate for all incidents/occurrence during the policy period. The contractor shall provide, in a form acceptable to the City, certificates of Worker's Compensation Insurance, Auto Liability Insurance and General Liability Insurance.

REFERENCES:

Required with Scope 12(a) and 20(d) above.

RFP SUBMITTAL SCORING:

All complete proposals received will be reviewed by City Staff. The Staff's recommendation will go to the Kyle City Council for final approval.

Scoring Matrix:

Total cost to provide service based on Scope, including cost to provide the Christmas Tree display- 80%
References- 20%

1RFP SUBMITTAL PAGE

This page (page 4) shall be included in the submitted sealed proposal.

Total Cost of the Christmas Tree as described in Scope of RFP for 2020:

(Cost of purchase, installation, decoration and storage, licenses and insurance shall be included in these amounts)

Payment for the Christmas Tree: (please check one)

- Full payment 30 days after the Christmas Tree
- Deposit of ____% made ____ days before installation and balance paid in full ____
- Full Payment made

Included in this submission package at these required supporting documents:

- _____ A copy of the Site Visit or Virtual Meeting Verification Form (Scope 1)
- _____ A copy of a certificate or sample certificate of Insurance showing at least \$1M in General Liability, \$1M in Auto Liability and Statutory Workers Comp (Scope 6-8)
- _____ Company Narrative (Scope 16)

Company Name: _____
Company Mailing Address: _____
Contact for Company/Vendor: _____ Email: _____
Daytime Phone Number: _____

I, the undersigned agent for the company named above, certify that I am duly authorized to execute the proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other provider, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Authorized Company Official (signature): _____
Authorized Company Official's Name: (printed): _____
Date Signed: _____