



Amendment No. 4  
to  
Contract No. NA 140000118  
for  
Tree Lighting and Maintenance Services  
between  
TBFC, LLC dba EZ Holiday Lights  
and the  
City of Austin


- 1.0 The City hereby exercises the extension option for the above-referenced contract. The extension option will be June 16, 2019 through June 15, 2020. No more options remain.
- 2.0 The total contract amount is increased by \$39,200.00 by this extension option period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/16/2014 - 06/15/2017	\$117,600.00	\$117,600.00
Amendment No. 1 : Option 1 - Extension 06/16/2017 - 06/15/2018	\$39,200.00	\$156,800.00
Amendment No. 2: Option 2 - Extension 06/26/2018 - 06/15/2019	\$39,200.00	\$196,000.00
Amendment No. 3: Administrative Increase 08/09/18	\$49,000.00	\$245,000.00
Amendment No. 4: Option 3 - Extension 06/16/2019 - 06/15/2020	\$39,200.00	\$284,200.00

- 3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

 5/13/19

Printed Name: Thomas Best  
Authorized Representative

TBFC, LLC dba EZ Holiday lights  
13200 Pond Springs Road, Ste 0-34  
Austin, TX 78729  
512.844.8498  
ezhlaustin@gmail.com

Signature & Date:

 5.24.19

Sarah Ramos  
Procurement Specialist II

City of Austin  
Central Purchasing Office  
124 West 8<sup>th</sup> Street, Ste. 310  
Austin, TX 78701



Amendment No. 3  
to  
Contract No. NA140000118  
for  
Tree Lighting and Maintenance Services  
between  
TBFC, LLC dba EZ Holiday Lights  
and the  
City of Austin

- 1.0 The City hereby exercises an administrative increase to add \$39,200.00 to the above-referenced contract, for a total revised contract amount of \$196,000.00.
- 2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/16/2014-06/15/2017	\$117,600.00	\$117,600.00
Amendment No. 1: Option 1 - Extension 06/16/2017-06/15/2018	\$39,200.00	\$156,800.00
Amendment No. 2: Option 2 - Extension 06/26/2018- 06/15/2019	\$39,200.00	\$196,000.00
Amendment No. 3: Administrative Increase 08/09/18	\$49,000.00	\$245,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Thomas Best 8-8-18

Printed Name: THOMAS BEST  
Authorized Representative

TBFC, LLC dba EZ Holiday lights  
13200 Pond Springs Road, Ste 0-34  
Austin, TX 78729  
512.844.8498  
ezhlaustin@gmail.com

Sign/Date: Sarah B. Ramos

Sarah B. Ramos  
Procurement Specialist II  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 2  
to  
Contract No. NA140000118  
for  
Tree Lighting and Maintenance Services  
between  
TBFC, LLC dba EZ Holiday Lights  
and the  
City of Austin, Texas

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be June 26, 2018, through June 15, 2019. There is one (1) additional option remaining on the contract.
- 2.0 The total contract amount is increased by \$39,200.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/16/2016 – 06/15/2017	\$117,600.00	\$117,600.00
Amendment No. 1: Option 1 Extension 06/16/2017 – 06/15/2018	\$39,200.00	\$156,800.00
Amendment No. 2: Option 2 Extension 06/26/2018 – 06/15/2019	\$39,200.00	\$196,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

6/27/18

Printed Name: Thomas Best  
Authorized Representative

Thomas Best  
TBFC, LLC dba EZ Holiday Lights  
13200 Pond Springs Road, Ste D-34  
Austin, TX 78729  
512.844.8498  
ezhlaustin@gmail.com

Sign/Date:

6-28-18

Linell Goodin-Brown  
Contract Management Supervisor II

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 1  
to  
Contract No. NA140000118  
for  
Tree Lighting and Maintenance Services  
between  
TBFC, LLC  
dba EZ Holiday Lights  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be June 16, 2017 through June 15, 2018. Two options will remain.
- 2.0 The total contract amount is increased by \$39,200.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/16/2014 – 06/15/2017	\$117,600.00	\$117,600.00
Amendment No. 1: Option 1 – Extension 06/16/2017 – 06/15/2018	\$39,200.00	\$156,800.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed Name: Thomas Best  
Authorized Representative

TBFC, LLC  
dba EZ Holiday Lights  
13200 Pond Springs Road, Suite D-34  
Austin, Texas 78729  
(512) 844-8498  
[ezlaustin@gmail.com](mailto:ezlaustin@gmail.com)

Sign/Date:

Mike Zambrano, Jr. 6.2.17  
Mike Zambrano, Jr.  
Contract Management Specialist III  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



**Financial and Administrative Service Department**  
**Purchasing Office**  
PO Box 1088, Austin, Texas, 78767

June 16, 2014

TBFC, LLC dba EZ Holiday Lights  
Attn: Thomas Best  
13200 Pond Springs Rd, Suite D-34  
Austin, Texas 78729

Dear Mr. Best:

The City of Austin has approved the award and execution of a contract with your company for tree lighting and maintenance services.

Responsible Department:	Economic Development Department
Department Contact Person:	Fred Evins
Department Contact Email:	Fred.Evins@austintexas.gov
Department Contact Telephone:	(512) 974-7131
Project Name:	Tree Lighting and Maintenance Services
Contractor Name:	TBFC, LLC dba EZ Holiday Lights
Contract Number:	NA140000118
Contract Amount:	\$117,600/\$39,200 per option
Contract Period:	06/16/2014-06/15/2017
Extension Options:	Three 12-month options
Requisition Number:	5500 13110100057
Solicitation Number:	TLG0004
Agenda Item Number:	50
Council Approval Date:	06/12/14

A copy of the contract has been attached.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,

Terra Green, Buyer II  
Purchasing Office



**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)  
AND  
TBFC, LLC DBA EZ HOLIDAY LIGHTS (“Contractor”)  
for  
TREE LIGHTING AND MAINTENANCE SERVICES  
NA140000118**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between TBFC, LLC dba EZ Holiday Lights having offices at Austin, Texas 78729 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number TLG0004.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Invitation for Bid (IFB), TLG0004 including all documents incorporated by reference
- 1.1.3 TBFC, LLC dba EZ Holiday Lights Offer, dated January 3, 2014, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.** The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$117,600 for the initial Contract term and \$39,200 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

**1.5 Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

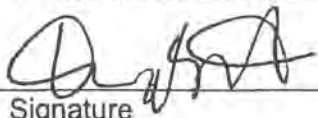
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**TBFC, LLC DBA EZ HOLIDAY LIGHTS**

Thomas Best

Printed Name of Authorized Person



Signature

President

Title:

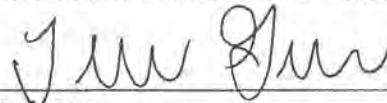
6/17/14

Date:

**CITY OF AUSTIN**

Terra Green

Printed Name of Authorized Person



Signature

Buyer II

Title:

6/17/14

Date:



**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
INVITATION FOR BID (IFB)

**SOLICITATION NO:** TLG0004

**COMMODITY/SERVICE DESCRIPTION:** 2nd Street Tree Lighting and Maintenance

**DATE ISSUED:** 01/27/14

**REQUISITION NO :** 13110100057

**COMMODITY CODE:** 28576

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

Terra Green

Buyer II

**Phone:** (512) 972-4022

**E-Mail:** terra.green@austintexas.gov

**BID DUE PRIOR TO:** 02/18/14, 2:00 PM, local time

**BID OPENING TIME AND DATE:** 02/18/14, 2:15 PM, local time

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**LIVE BID OPENING ONLINE:**

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**SUBMIT 1 ORIGINAL AND 1 SIGNED COPY OF OFFER**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***



This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SPECIFICATION	3
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

**I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

DBA  
Company Name: EZ Holiday Lights (TBFC, LLC)

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Thomas Best

Title: President

Telephone Number (512) 632-4668 Fax Number (512) 996-9750

Email Address EZHL Austin @ gmail. com

Signature of Officer or Authorized Representative: [Signature]

\* Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by fax, to 512-972-4015, or email, to [terra.green@austintexas.gov](mailto:terra.green@austintexas.gov) by close of business seven calendar days before the bid due date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
  - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
    - (1) The policy shall include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

Note: If delivery is made by common carrier, then the requirements for Workers Compensation and Business Automobile insurance listed in Sections 3.B.i and 3.B.iii do not apply. The selected vendor must submit a statement on the planned method of shipment.

3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

	City of Austin
Department	Economic Development Department
Attn:	Fred Evins
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**6. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**7. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
    - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
    - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
    - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
    - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
    - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
  - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
    - (1) Utilize final Compilation data instead of Preliminary data
    - (2) If the referenced index is no longer available shift up to the next higher category index.
  - iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Miscellaneous products	
Series ID: WPU159A0404	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: National	
Description of Series ID: Electric signs and displays	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Line Item 2, 1-3	

- E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

38. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS

Fred Evins

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(512) 974-7131

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Fred.Evins@austintexas.gov

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Delete the following for contracts with no anti-lobbying requirements:

\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**SCOPE OF WORK  
FOR  
2<sup>ND</sup> STREET TREE LIGHTING AND MAINTENANCE**

**1.0 PURPOSE**

1.1 This Invitation for Bid (IFB) is to establish a contract for the installation and maintenance of street tree lighting of West 2<sup>nd</sup> Street.

1.2 This contract will include annual trimming take down, installation of new LED lights and cords, repair and maintenance of electrical outlets and lights, and installation of outlet covers.

1.3 The base contract shall be a 36-month contract with three 12-month extension options.

**2.0 BACKGROUND**

2.1 The work area includes Silicon Labs (Blocks 2 & 4) and City Hall (Block 3).

2.2 Total number of trees:

- Block 2- 12 trees
- Block 3-11 trees
- Block 4-12 trees

**3.0 SCOPE**

3.1 Contractor shall remove all existing lights and electrical cords in the street trees on three blocks that face the south side of West 2nd Street, from San Antonio Street to Colorado Street.

3.1.1 This will be done annually when directed by the designated City contact.

3.1.2 Allow for completion of tree trimming (tree trimming will not occur between February 1 and June 30) and when directed by the designated City contact, install new lights and cords.

**SCOPE OF WORK  
FOR  
2<sup>ND</sup> STREET TREE LIGHTING AND MAINTENANCE**

3.2 Contractor shall provide and install new strands of Diogen or buyer approved equal LED mini lights.

3.3 Contractor shall provide lights with these specific characteristics.

3.3.1 Color: Warm White

3.3.2 5mm conical bulb style

3.3.3 Bulbs 4 inches apart

3.3.4 70 count per set and approximately 23 feet in length

3.4 Contractor shall comply with these installation methods.

3.4.1 Begin wrapping lights on lowest branches and wrap lights approximately 6 feet above the lowest branches.

3.4.2 Do not wrap trunks of trees.

3.4.3 Install strands approximately 1 foot apart.

3.4.4 Attach power cords to trees with hook and loop strapping making sure the strapping is placed in a manner as to not cut into the tree.

3.5 Contractor shall test and repair all electrical outlets.

3.6 Contractor shall provide and install outlet covers.

3.6.1 The majority of outlets have covers, but if there is no cover they will need to be installed

3.6.2 Occasionally they will need to be replaced

3.6.3 The outlet boxes are not all the same, the contractor shall find covers to fit the various boxes

**SCOPE OF WORK  
FOR  
2<sup>ND</sup> STREET TREE LIGHTING AND MAINTENANCE**

**4.0 SCHEDULE**

4.1 Contractor shall complete installation of new lights and cords as soon as tree trimming is complete. This will be after June 30, 2014.

**5.0 MAINTENANCE**

5.1 Contractor shall perform a monthly inspection of all outlets, extension cords, and tree lights to insure they remain operational and are not a safety hazard.

5.2 Contractor shall provide a monthly inspection report, the last Monday of each month, to the designated contact person for the City and include an estimate for maintenance and repairs.

5.3 Contractor shall provide repairs or replacements within seven days of designated City contact approval.

**6.0 MISCELLANEOUS**

6.1 The City of Austin is a tax exempt entity.

6.2 Contractor shall be responsible for any necessary permits/approvals for work in the right-of-way.

6.3 Contractor shall be responsible for any coordination required with City Hall and Silicon Labs landlords for turning power on and off for installations, de-installations, and maintenance activities.



**BID SHEET  
CITY OF AUSTIN  
IFB TLG0004**

BUYER: Terra Green

Copies of Bid: Vendor must submit two signed copies - one original and one copy.

**Special Instructions:**

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. Failure to respond to each section of this bid sheet may result in disqualification of your bid.

The City may award the contract for any item or group of items on the solicitation, or any combination deemed most advantageous to the City. The quantities noted below are annual estimates and not a guarantee of actual volume.

**FOB Destination, freight prepaid and allowed and to be included on the bid price.**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Remove all existing strands of lights and cords for annual tree trimming	35	Tree	\$ 100. <sup>00</sup>	\$ 3500. <sup>00</sup>
2	Provide and install new approved outdoor LED lights and extension cords for each tree	35	Tree	\$ 700. <sup>00</sup>	\$ 24,500. <sup>00</sup>
3	Provide a monthly inspection of lights, cords, and outlets. Provide inspection report to designated contact person	24	Month	\$ 50. <sup>00</sup>	\$ 1200. <sup>00</sup>
4	Upon receiving approval, provide all repairs and replacements of light strands, outlets, and cords using matching materials. Allowance for repairs and replacement of outlets, cords, and light strands is \$10,000.				\$10,000.00
TOTAL BID PRICE					\$39,200. <sup>00</sup>

**FOR INFORMATIONAL PURPOSES ONLY.**

**THE CITY MAY WISH TO PURCHASE ADDITIONAL PRODUCTS FROM THE SUCCESSFUL BIDDER.**  
Please indicate the prices you will charge the City for any other items or services during the course of this contract.

ITEM NO.	ITEM/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Replacement of outlet	1	Each	\$ 75. <sup>00</sup>	\$ 75. <sup>00</sup>
2	Replacement of light strand	1	Each	\$ 50. <sup>00</sup>	\$ 50. <sup>00</sup>
3	Replacement of extension cord	1	Each	\$ 15. <sup>00</sup>	\$ 15. <sup>00</sup>
4				\$ _____	\$ _____
5				\$ _____	\$ _____
6				\$ _____	\$ _____
7				\$ _____	\$ _____
8				\$ _____	\$ _____
9				\$ _____	\$ _____
10				\$ _____	\$ _____

The following documents are required to be completed and submitted with the Offer. Please check the boxes below as confirmation.

<input type="checkbox"/>	Offer Sheet
<input checked="" type="checkbox"/>	Bid Sheet (Section 0600)
<input checked="" type="checkbox"/>	Local Business Presence Identification Form (Section 0605) *For an Offeror's Local Business Presence to be considered, this form must be completed and returned with the Offer.*
<input checked="" type="checkbox"/>	Reference Sheet (Section 0700)
<input type="checkbox"/>	Non-Discrimination Certification (Section 0800)

BID SHEET  
CITY OF AUSTIN  
IFB TLG0004

<input type="checkbox"/>	Non-Suspension or Debarment Certification (Section 0805)
<input type="checkbox"/>	Non-Collusion, Non-Conflict of Interest, Anti-Lobbying Affidavit (Section 0810)
<input checked="" type="checkbox"/>	Nonresident Bidder Provisions (Section 0835)

COMPANY NAME: EZ Holiday Lights

SIGNATURE OF  
AUTHORIZED  
REPRESENTATIVE: 

PRINTED NAME: Thomas Best

EMAIL ADDRESS: EZHLAustin@gmail.com

TELEPHONE 512-632-4668

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	EZ Holiday Lights					
Physical Address	13200 Pond Springs Rd #D-34 Austin TX 78729					
Is Firm located in the Corporate City Limits? (circle one)	Yes <input checked="" type="checkbox"/>			No		
In business at this location for past 5 yrs?	Yes <input checked="" type="checkbox"/>			No		
Location Type:	Headquarters	Yes <input checked="" type="checkbox"/>	No	Branch	Yes	No <input checked="" type="checkbox"/>

**SUBCONTRACTOR(S):**

Name of Local Firm	N/A					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	N/A					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**Section 0700: Reference Sheet**

Please include the following information if required in solicitation:

Responding Company Name EZ Holiday Lights

1. Company's Name EZ Holiday Lights  
Name and Title of Contact Thomas Best President  
Present Address 13200 Pond Springs Rd #D-34  
City, State, Zip Code Austin TX 78729  
Telephone Number (512) 632-4668 Fax Number (512) 996-9750  
Email Address EZHLAustin@gmail.com

2. Company's Name Ambli Properties  
Name and Title of Contact Carrie Holt / Manager  
Present Address 421 W. 3<sup>rd</sup> Street  
City, State, Zip Code Austin TX 78701  
Telephone Number (512) 745-8413 Fax Number ( )         
Email Address cholt@ambli.com

3. Company's Name "W" Hotel  
Name and Title of Contact Jess Webb / Supervisor  
Present Address 200 Lavaca Street  
City, State, Zip Code Austin TX 78701  
Telephone Number (512) 970 0332 Fax Number ( )         
Email Address Jess.Webb@whotels.com

4. Company's Name

Endeavor Real Estate

Name and Title of Contact

Lindsay Robl

Present Address

504 Lavaca St. Ste 1160

City, State, Zip Code

Austin Tx 78701

Telephone Number

(512) 682-5537 Fax Number (512) 682-5506

Email Address

LRobl@endeavor-re.com

5. Company's Name

HP I Real Estate

Name and Title of Contact

Daniel Garcia Property MGR

Present Address

3600 N. Cap. tx Hwy Bldg B Ste 250

City, State, Zip Code

Austin Tx 78746

Telephone Number

(512) 719-3050 Fax Number ( ) —

Email Address

garcia@hpi.tx.com



Section 0835: Non-Resident Bidder Provisions

Company Name EZ Holiday Lights

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A



**TO:** Veronica Lara, Director  
Department of Small and Minority Business Resources

**FROM:** Terra Green, Buyer II

**DATE:** January 16, 2014

**SUBJECT:** Request for Determination of Goals for Solicitation No. TLG0004  
Project Name: 2ND STREET TREE LIGHTING AND MAINTENANCE  
Commodity  
Code(s): 28576  
Estimated Value: \$ 35,000/year

**Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.**

This Invitation for Bid (IFB) is to establish a contract for the installation and maintenance of street tree lighting of West 2nd Street.

The Departmental Point of Contact is: Toni Thomasson at Phone: (512) 974-9324

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-972-4022

☐ **Approved w/ Goals**

☒ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

- a. Goals:        % MBE        % WBE
- b. Subgoals        % African American        % Hispanic
- % Native/Asian American        % WBE

This determination is based on the following reasons: No subcontracting opportunities are available. Available MBE/WBE companies may bid as prime vendors.

  
\_\_\_\_\_  
Veronica Lara, Director

Date: 1/22/14

cc: Lorena Resendiz