City of Redmond, Washington
Purchasing Division, M/S: 3NFN
15670 NE 85th Street
PO Box 97010
Redmond, WA 98073-9710

IFB 10607-18/ALE
Invitation For Bid

Redmond Holiday Lighting Event

The City of Redmond is soliciting bids from qualified contractors to provide lighting for Redmond Holiday Lighting, the 2018 Redmond Holiday Lights event, including options for 2019, 2020 and 2021, as authorized by City personnel.

The City of Redmond, Washington requests interested parties to submit sealed bids for the above referenced Invitation For Bid (IFB).

**Scope of Work**
The City of Redmond is currently seeking bids for a qualified service provider to install a combination of LED & Incandescent lights and decorations at the municipal campus in the attached Attachment A, Scope of Work. This will be used during Redmond Lights, a celebration of winter holiday and cultural traditions, sponsored by the City, starting the first weekend of December, 2018. Also included is location map matching Attachment A.

**Bid Due Date/Time**
2:00PM (local time) on March 15th, 2018. The City of Redmond – Purchasing & Contracts Division must receive bids no later than said date and time. Bids received after such time will be returned unopened. Bids may be hand-delivered or mailed:

**Hand-Delivery:**
Redmond City Hall
Purchasing Division, MS: 3NFN
15670 NE 85th Street
Redmond, WA 98052
(Drop off on 1st floor at the Customer Service Desk)

**U.S. Mail:**
City of Redmond
Purchasing Division, MS: 3NFN
PO Box 97010
Redmond, WA 98073-9710

No emailed or faxed responses will be accepted. It is the bidder’s responsibility to ensure that any mailed responses are received by Purchasing on time. Please place solicitation/IFB number on delivery envelope.
There is no formal bid opening.

**Bid Requirements & Format**
All costs for developing responses to this IFB are the obligation of the bidder and are not chargeable to the City. The bidder must bear all costs associated with the preparation of the bid and of any oral presentation requested by the City. All responses will become property of the City and will not be returned. The City requests the following:

1. Bidders must complete and return Attachment B, Bid Submittal Sheet.

2. Bids must include a list of references (including project name, contact name, and telephone number) of at least three (3) recent customer operations of similar scope and size. The City reserves the right to contact references without prior notification.

3. Bids must include a proposed work schedule to allow for adequate notification during the performance of this work.

4. Bids must include all information requested and meet all specifications and requirements outlined in this IFB. Bids will be evaluated based upon the information submitted.

5. Bids must be made in the official name of the firm or individual under which business is conducted (showing official business address) and **must be signed** by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

6. Bids must include a statement to the effect that the successful bidder understands and agrees to obtain a City of Redmond business license as a requirement for performing these services. A Redmond business license is required prior to performing any work, and the Contractor must maintain the business license in good standing throughout the term of its agreement with the City. A Redmond business license application can be found at: [http://www.redmond.gov/BusinessLicense](http://www.redmond.gov/BusinessLicense). If the Contractor's place of business is not located within the city limits but the Contractor will be physically coming into the city to conduct business or provide services, the Contractor will need a Redmond business license.

7. The City requires two (2) printed response copies. No bindings, cover page, or table of contents are required.

8. Bids must include a statement indicating the number of calendar days the bid shall be valid (the City’s minimum number of days is 60).

**Selection & Award**
This purchase shall be awarded to the bidder who provides the lowest responsible, responsive bid that, in the opinion of the City, meets all the specification criteria. Upon selection of the Contractor, the City will issue a purchase order to procure the identified labor and materials as specified in the Scope of Work.

The City reserves the right to choose whether or not to award the Optional Bid Item shown on the Bid Submittal Sheet (Attachment B), if it is in the best interest of the City.
Terms of the agreement are outlined in this solicitation and include the following documents:

- IFB 10607-18/ALE
- Attachment A, Scope of Work
- Attachment B, Work Schedule
- Attachment C, Bid Pricing Submittal Sheet
- Attachment D, City of Redmond Standard Terms and Conditions
- Attachment E, Map of Municipal Campus and Central Connector

The City of Redmond reserves the right to reject any or all bids and to waive any irregularities or information in the evaluation process. The final decision is the sole decision of the City of Redmond and respondents to this request have no appeal rights or procedures guaranteed to them. The City of Redmond reserves the right to conduct any necessary interviews before final award.

**Bonding Requirements**
A bid bond is not required.

If proposed price is in excess of $35,000.00 a payment and performance bond is required. For contracts of $150,000.00 or less, the City of Redmond may retain 10% of the contract amount in lieu of the payment and performance bond, per Revised Code of Washington (RCW) 39.08.

**Insurance**
Before work may commence, the successful bidder will be required to provide a Certificate of Insurance and endorsement showing the City of Redmond as Additional Insured of not less than the following amounts:

**General Liability Limits:**
- Bodily injury each occurrence: $2,000,000
- Property damage each occurrence: $2,000,000

**Automobile Liability Limits:**
- Bodily injury each occurrence: $1,000,000
- Property damage each occurrence: $1,000,000

**Workers Compensation:**
- Statutory limits

**Invoicing and Payment**
The Contractor shall invoice the City for each completed lump sum Bid Item, as shown on the Bid Submittal Sheet (Attachment B) for work satisfactorily completed. Payment shall be made in accordance with the prices specified on the Bid Submittal Sheet. The City will make payment to the Contractor within thirty (30) days after receipt and approval of said invoice(s).

**Terms and Conditions**
Any forthcoming contract will be in accordance with City of Redmond Standard Terms and Conditions (Attachment C) and the requirements of this solicitation. No changes or deviations from the terms set forth in
this document are permitted without the prior approval of the City.

**Public Disclosure Notice**

All materials provided by the respondent are subject to State of Washington and applicable County (e.g. King County) public disclosure laws, per RCW 42.56. Any information contained in the proposal that the respondent desires to claim as confidential or proprietary must be clearly designated, including page with particular content identified. The City assumes no obligation on behalf of the respondent to claim any exemption that is not clearly identified by the respondent as being confidential or proprietary. The City will try to respect all material identified by the respondent as being confidential or proprietary but requests that respondent be highly selective of what they mark as such. The City will make a decision predicated upon applicable laws and can choose to disclose information despite its being marked as confidential or proprietary. Marking the entire proposal as confidential or proprietary, and therefore, exempt from disclosure will NOT be accepted or honored, and may result in disclosure of the entire proposal or disqualification of the proposal solely at the discretion of the City. Documents identified as confidential or proprietary will not be treated as such if public disclosure laws take precedence, the information is publicly available, the information is already in the City’s possession, the information is obtained from third parties without restrictions on disclosure, or the information was independently developed without reference to the confidential information.

**Cooperative Purchase Language**

The City of Redmond has entered into intergovernmental (Interlocal) purchasing agreements pursuant to RCW 39.34 with other Washington agencies under which either party may make purchases at the other party’s accepted bid price. By submitting an offer, the respondent agrees to make the same bid terms and price, exclusive of freight, available to other Washington governmental agencies. Only those public agencies that have complied with the requirements outlined in RCW 39.34 are eligible to use this contract. Further, the public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the public agency in question. A purchase by a public agency shall be affected by a purchase order from the public agency, directed to the respondent or other party contracting to furnish goods or services to the City of Redmond. The City of Redmond will not accept responsibility for purchase orders issued by other public agencies.

This offer of cooperative purchasing shall be extended by the respondent to cover the City’s contract duration (for any subsequent purchase agreements/contracts resulting from this IFB) or 90 days post award (for one-time purchases).
Questions/Inquiries
Please direct any questions concerning this IFB or the City’s requirements to the City agent(s) listed below. No other City official or employee is empowered to speak for the City with respect to this request. Information obtained from any other source shall not be binding and may disqualify your bid.

IFB Content:
Alan Edmonds     MS:  3NFN
Sr. Purchasing Agent  15670 NE 85th Street
Email: aedmonds@redmond.gov  PO Box 97010
Tel: 425-556-2184  Redmond, WA 98073-9710

Technical Contact:
Sarah Webb     MS:  4NPK
Events and Marketing Coordinator  15670 NE 85th Street
Email: swebb@redmond.gov  PO Box 97010
Tel: 425-556-2395  Redmond, WA 98073-9710
SCOPE OF WORK

Scope of Work. The contractor shall perform all services and provide all goods as identified below:

Scope of Work for Redmond Lights 2018:

Electrical components shall be guaranteed to work for a minimum period of four weeks after installation.

Provide and install lights and decorations at various sites described below and as directed by authorized City of Redmond Parks personnel.

- **Municipal Campus**
  **Locations:** 15670 NE 85th St., and 8701-03 160th Avenue NE.

  Install 100 count LED clear bulb mini strings on 12-15 trees located on the common plaza between the City Hall building, the Public Safety Building, and the Senior Center.

  Install lighting on large oak tree on main lawn between City Hall, Senior Center and Public Safety Building. Lighting on this tree may remain installed for more than one season; work with Parks Department Staff so that light strings are installed to allow for tree growth.

  Install 30 lighted star ornaments to above mentioned large oak tree.

  Install straight line of C7 LED red and white lights on north and east roof line of city hall building.

  Wrap 2 columns in front of city hall building with C7 LED red and white lights.

- **Redmond Central Connector Trail**

  Install café string lighting along 100ft of Redmond Central Connector Trail zig zag across the trail attached to poles with bases.

  Install 12-15 up-lights on various trees with outdoor par gel in various colors along trail.

  Install 100 count LED clear bulb mini strings on six trees located behind Elan Building along trail.

**Contractor Responsibilities:**

CONTRACTOR shall be responsible for providing the following services, expertise, knowledge, and organizational skills to:
• Provide, install, and remove all lighting systems decorations, electrical cords, and installation hardware.
• Maintain all lighting systems and decorations through the period of use.
• Ensure that all installations are done in a safe and professional manner and remain safe to the public throughout installation and period of use. As an example, all electrical cords shall be covered if they are used in a public access area such as sidewalks.
• Provide an aerial lift truck for installation where necessary.

City Responsibilities:

CITY shall be responsible to:

• Provide power source.
• Provide appropriate electrical receptacles at all sites.
• Provide timing devices (photocells or timers) at all sites.
• Provide 30 star ornaments for the oak tree to be installed by contractor.

***PLEASE PROVIDE HOW MANY STRINGS AND WHAT LENGTH PER TREE YOU ARE PROPOSING***

END OF SCOPE OF WORK
ATTACHMENT B

WORK SCHEDULE

Lighting installation is anticipated to be completed no later than Wednesday, November 28, 2018 at 5:00pm.

Lighting removal is anticipated to be completed on or about Friday, January 4, 2019.

Service Calls: Contractor agrees that all electrical devices shall operate fully in their intended manner for a period of no less than four weeks after installation. Shall repairs or service to the electrical devices be necessary within the period of operation, such repairs or service shall be provided by the Contractor at no additional charge to the City of Redmond.

Contractor further agrees to service all requests and fix all defects within a 24-hour period of the original call, during normal business hours. Maintenance of the lighting systems and decorations shall be the responsibility of the Contractor and are included in the costs associated with each location.

End Work Schedule
Company Name: ____________________________ Contact Person: __________________

Company Address: ____________________________________________________________

City: _________________________ State: ___________ Zip Code: ___________

Phone #: (   )-___-____ Fax #: (   )-___-____ email: __________________________

We offer this submittal in response to the City’s Invitation for Bid. The prices provided below are fully burdened, including labor cost, overhead, profit and any added materials.

Installation is to include the purchase of all listed materials identified by location, their installation and all other incidental costs. Removal and disposal of scrap material is to be done in compliance with all local and federal laws and disposal requirements.

Pricing per Exhibit A Location:

Municipal Campus: Lot Sum Price: $_______, 10.0% Sales Tax: ________, Total: $__________

Redmond Central Connector: Lot Sum Price: $_______ 10.0% Sales Tax: ________, Total: $__________

Bid Validity: 60 calendar days from bid receipt date. The city of Redmond reserves the right to request an extension of the 60 day period.

10607-18/ALE  
Holiday Lighting Svcs., 2018
References:
Supplier to furnish the Contact name, address and phone numbers for client/ customers with similar job requirements:

1) Name:__________________ Address:________________________
   Phone:________________

2) Name:__________________ Address:________________________
   Phone:________________

3) Name:__________________ Address:________________________
   Phone:________________

City of Redmond, Business License #:___________________, or, _____, we agree to obtain upon award of this Bid.

Washington Unified Business Identifier (UBI)_____________________________________
(\http://dor.wa.gov/content/doingbusiness/registration/registermybusiness/brd/)

Employment Security Dept.
Number________________________________________

State Excise Tax Registration
Number________________________________________
(\http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/)

Industrial Insurance
Coverage_______________________________________________
(\http://fortress.wa.gov/lni/crps/mainmenu.aspx)

The undersigned agrees fully with the terms and conditions of this request for pricing and acknowledges they are authorized to sign for the company.

Authorized Agent _____________________________
Date:_______________________
CITY OF REDMOND
PURCHASE ORDER - TERMS & CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS are agreed to by the Supplier ("Seller") whose name appears on the face of this Purchase Order and The City of Redmond ("City"). Seller hereby acknowledges and agrees that these Terms and Conditions shall apply and are hereby incorporated into this purchase order, sales order, request for service, or other agreement between Seller and The City of Redmond under which Seller agrees to provide goods or services. This agreement shall be referred to herein as a "Purchase Order".

1. **Independent Contractor** - Seller acknowledges that its status vis-à-vis City is that of an independent contractor, not an employee. Seller shall be solely responsible for the operation of its business and the supervision and compensation of its employees (including without limitation the payment of all business, payroll, unemployment, property, and income taxes and workers compensation payments). The City shall not (a) have any right or obligation to control or direct the results of or the means by which Seller performs its services, (b) provide Seller with any employees, transportation, facilities, equipment or supplies, or (c) reimburse Seller for any of its expenses unless expressly agreed to by City in this Purchase Order.

2. **Compliance & Governing Law** - The seller shall at all times comply with all applicable state and local laws, rules, ordinances and regulations. This Purchase Order shall be governed by and construed according to the laws of the State of Washington.

3. **Seller’s Liabilities, Indemnification and Hold Harmless** - Seller shall indemnify, defend (or at the City’s option), pay the costs and attorney fees of the City incurred in defending, and hold the City, its elected and appointed officials, officers, agents and employees harmless from and against any and all expenses, damages, claims or liabilities (including attorneys fees and costs) for injuries, or sickness or death to persons or damage to property, arising out of any act, error or omission of Seller, its officers, employees, agents, contractors, suppliers, licensees or invitees related to this Purchase order or the goods or services purchased hereunder, provided, however that
   (a) Seller’s obligation to indemnify, defend (or pay costs of defense) and hold harmless shall not apply to injuries, sickness or death of persons or damage to property which arises out of the sole negligence of the City, its elected or appointed officials, officers, agents, or employees; and
   (b) regarding concurrent negligence, shall apply only to the extent of the negligence of seller, its officers, employees, agents, contractors, suppliers, licensees or invitees, and the City, its elected or appointed officials, officers, agents or employees.

If requested by City, Seller shall furnish to City a certificate of insurance showing that Seller carries adequate public liability and property damage insurance with insurers suitable to the City, in amounts acceptable to City, and adequate workers’ compensation insurance (or evidence of authority to self insure). The failure by Seller to furnish such a certificate of insurance to City will not constitute a waiver of the requirement for such certificate or of any other provision on this Purchase Order.

Seller expressly waives its immunity under industrial insurance, Title 51 RCW, for any injury, sickness or death suffered by the Seller's employees, and expressly agrees that the obligation to indemnify, defend and hold harmless extends to any claim, demand or action brought by or on behalf of any employee of Seller and includes any judgment, award or cost thereof, including attorney fees.
4. **Acceptance** - Commencement of performance pursuant to this Purchase Order constitutes acceptance hereof by Seller.

5. **Prices, Terms and Invoices** - The prices for the equipment and/or services ordered thereunder are those specified on the face of this Purchase Order. No charges shall be made for shipping, handling, delivery, taxes or other extras unless specified on this Purchase Order. Payment is contingent upon approval of the equipment and/or services by City. Subject to the foregoing, invoices will be paid within thirty days from receipt of equipment and/or the receipt of invoice for services performed or as specified on this Purchase Order.

6. **Packing, Marking and Shipping** - (a) Delivery shall be f.o.b. City's destination unless otherwise stated. Seller shall not be entitled to reimbursement of transportation charges unless specified on the face of this Purchase Order. If Seller is entitled to reimbursement of charges, such charges shall be added as a separate item on City's invoice and the receipted freight bill shall be attached thereto.

   (b) All shipments shall be marked and packed so as to secure the lowest transportation rates. Shipments shall be routed to the shipping address on this Purchase Order, or as otherwise instructed by the City. Seller shall reimburse City for all expenses incurred by City as a result of improper packing, marking or routing.

   (c) A packing slip shall accompany each shipment, enclosed in a package marked "Packing Slip Inside". The Packing Slip and other shipping documents shall bear this Purchase Order number and shipping destination.

7. **Premium Shipments** - If, because of Seller's failure to meet the delivery requirements of this Purchase Order, City finds it necessary to require shipment of any of the equipment covered by this Purchase Order by a different method of transportation than that originally specified, Seller shall pay the additional shipping, handling and other charges associated therewith.

8. **Delivery and Shipping Releases** - Delivery dates are specified on the face of this Purchase Order. If not so specified, Seller shall not fabricate any of the equipment covered by this Purchase Order, or procure any of the materials required for their fabrication, or ship any of such equipment to City except to the extent authorized by City in writing. City shall have no responsibility for equipment for which written delivery instructions have not been provided. Shipments in excess of those authorized may be returned to Seller at Seller's expense. City may from time to time change shipping schedules specified in this Purchase Order or contained in separate written instructions.

9. **Inspection** - All equipment and services provided under this Purchase Order shall be subject to inspection and testing by the City to the extent practicable at times and places including the period and place of manufacture; if any such inspection or test is made on Seller's premises, Seller shall furnish without additional charge reasonable facilities and assistance for the safety and convenience of the persons conducting the test. If any equipment or services are defective in material or workmanship, or otherwise not in conformity with the requirements of this Purchase Order, the City shall have the right to reject such equipment or services, retain and correct them at Seller's expense, or require their correction by Seller. Rejected equipment shall be returned to Seller at Seller's risk and Seller shall pay the City for all packing, handling and transportation expenses incurred in connection with the rejected equipment. Records of all inspection work by Seller shall be kept complete and available to the City during the performance of this Purchase Order and for such longer period as may be required by law.

10. **WARRANTY** - SELLER WARRANTS THAT THE EQUIPMENT COVERED BY THIS PURCHASE ORDER WILL CONFORM TO THE SPECIFICATIONS, DRAWINGS, SAMPLES, OR OTHER DESCRIPTION FURNISHED OR SPECIFIED BY CITY, WILL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, MERCHANTABLE, OF GOOD MATERIAL AND WORKMANSHIP, AND FREE FROM DEFECT. SELLER WARRANTS THAT THE SERVICES, IF ANY, PERFORMED UNDER THIS PURCHASE ORDER WILL BE PERFORMED IN A
WORKMANLIKE MANNER, WILL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, AND FREE FROM DEFECT. THE WARRANTIES AND REMEDIES PROVIDED FOR IN THIS PURCHASE ORDER SHALL BE IN ADDITION TO THOSE IMPLIED BY LAW AND SHALL EXIST NOTWITHSTANDING THE ACCEPTANCE IN WHOLE OR IN PART BY CITY OF THE EQUIPMENT AND/OR SERVICES.

11. **Patents** - (a) Seller warrants that the equipment purchased by City under this Purchase Order, and the sale or use of such equipment, alone or in combination with City's other equipment according to City's specifications or recommendations provided to Seller, will not infringe upon any United States or foreign patents, agrees to indemnify and hold harmless City and anyone selling or using any of City's products or services against all judgments, decrees, costs, and expenses resulting from any alleged infringement, and agrees that Seller shall, upon request of City and at Seller's own expense, defend or assist in the defense of any action which may be brought against City or those selling or using any of City's products or services by reason of any such alleged infringement.

(b) Seller hereby grants to City an express license to repair, rebuild, and relocate and to have repaired, rebuilt and relocated the equipment purchased by City under this Purchase Order.

12. **Liens** - All equipment to be delivered under this Purchase Order and all property to be returned to City shall be free and clear of any and all liens and encumbrances whatsoever.

13. **Taxes** - Unless otherwise provided in this Purchase Order, Seller shall be responsible for the payment of all federal, state or local taxes of any nature which arise out of the sale of the equipment or the provision of services there under. Any taxes which are the responsibility of the City there under shall be prepaid by Seller and added as a separate item on the City's invoice.

14. **Advertising** - The Seller is prohibited, without first obtaining the written consent of City, from and in any manner advertising or publishing the fact that Seller has furnished or contracted to furnish City with the equipment or services in this Purchase Order, nor may Seller operate under or otherwise use the City name or any other trade name or assumed name used by City. Seller shall not disclose any of the terms of this Purchase Order to any third party except as provided by law and/or as may be required to perform there under.

15. **Use** - The equipment and services contracted for in this Purchase Order are to be for the use of the City, and/or its suppliers. All equipment contracted for may be subjected to further processes of manufacture, combined with any articles, or put to any use whatsoever, by City, or its suppliers, as it or they may elect, and in no event shall any claim for royalty or other additional compensation be made by Seller, by reason of such manufacture, combination or use.

16. **Drawings, Specifications and Technical Information** - Drawings, data, designs, inventions and other technical, engineering or scientific information supplied by City shall remain City property and shall be returned to City upon completion of this Purchase Order or upon demand. Any information which Seller may disclose to City with respect to the design, manufacture, sale or use of the items covered by this Purchase Order shall be deemed to have been disclosed as part of the consideration for such Purchase Order, and Seller shall not assert any claim (other than a claim for a patent infringement) against City by reason of City use thereof. The purchase price of this Purchase Order is, in part, consideration for any design work performed by Seller in connection with this Purchase Orders and incorporated in the equipment and services to be delivered there under. Seller shall not supply such design work to any other party without City's written permission.

17. **City Property** - Any property used by Seller but owned, furnished, charged to, paid for, or provided by City, including but not limited to materials, tools, dies, plates, jigs, patterns, fixtures, equipment and any replacements thereof, shall be the property of the City subject to removal and inspection by the City at any time without cost or expense to the City. All such property shall be used by Seller only for performance under this Purchase Orders and shall be adequately insured.
for the City's protection. Seller shall assume all liability including loss of use for and maintain and repair such property and return the same to the City in good condition, reasonable wear and tear excepted.

18. Excusable Delays - (a) Neither City nor Seller shall be liable for delay in performance there under arising from (1) acts of God or a public enemy, (2) acts of the Government of the United States or any state or political subdivision or any department or regulatory agency thereof or entity created thereby, (3) acts of any person engaged in subversive activity or sabotage, (4) fires, floods, explosions, or other catastrophes, (5) epidemics and quarantine restrictions, (6) strikes, slowdowns, lockouts or labor stoppages or disputes of any kind, (7) freight embargoes, (8) unusually severe weather, (9) delays of a supplier due to any of the above causes or events, or (10) causes or events beyond the control and without the fault or negligence of the City or Seller in failing to perform there under.

(b) In the event of a failure by Seller to perform arising from any of the causes or events set forth in subparagraph (a) of this paragraph, City shall be entitled to obtain equipment or services covered by this Purchase Order elsewhere for the duration of such failure and to reduce, pro tanto the quantity or amount of equipment or services ordered from Seller under all this Purchase Order. Upon cessation of the condition causing the delay in performance, all performance requirements shall resume, unless this Purchase Order has been terminated as provided in paragraph 21.

19. Changes - City may at any time, by written change order, make changes in (1) the drawings, designs, and/or specifications applicable to the equipment and/or services covered by this Purchase Order, (2) the method of shipment and packing and/or (3) the place of delivery. If any such changes affect the time for performance or the cost of manufacturing the equipment or furnishing the services, City shall make an equitable adjustment in the purchase price or the delivery schedule, or both, provided that any claim by Seller for adjustment under this clause must be submitted in writing to City within 30 days from the date of receipt by Seller of the notification of change. Seller shall not make any changes in the design or composition of any equipment ordered or services performed under this Purchase Order without the prior written approval of City.

20. Substitutions - No substitutions will be permitted unless mutually agreed to by both parties. Any such substitution shall be in writing and made prior to delivery. If any substitutions are permitted under this order, the market value of the substitute must be of equal or greater value.

21. Termination at Option of City - (a) Performance under this Purchase Order may be terminated by City at its option, in whole or in part at any time with written notice to Seller, notwithstanding the existence with respect to Seller of any of the causes or events specified in Paragraph 18 above.

(b) After receipt of a notice of termination Seller shall, unless otherwise directed by City, immediately terminate the performance of all services and the manufacture and/or shipment of all equipment under this Purchase Order, and shall, unless otherwise directed by City, (1) terminate all orders and subcontracts relating to the performance of the work and settle all claims arising out of such termination, subject to the approval or ratification of City; (2) transfer title and deliver to City (i) all completed equipment which conforms, in quality, to the requirements of this Purchase Order and does not exceed, in quantity, the amount authorized for production by City, and (ii) all reasonable quantities (but not in excess of amounts authorized by City) of work in process and materials produced or acquired to perform there under which are of a type and quality suitable for producing equipment which conforms to the requirements of this Purchase Order and which cannot reasonably be used by Seller in producing equipment for itself or for its other customers; (3) take all action necessary to protect property in Seller's possession in which City has or may acquire an interest; and (4) submit to City promptly, but not later than three (3) months from the effective date of termination, its termination claim, in the form and with the certification prescribed by City; provided, however, that in the event of failure of Seller to submit its termination claim within such period, City may determine notwithstanding the provisions of
subparagraph (c) hereof, on the basis of information available to it, the amount, if any, due Seller with respect to the termination and such determination shall be final. No termination claim will be paid where termination was due to a default in the part of the Seller.

(c) If the parties cannot by negotiation agree within a reasonable time upon the amount of fair compensation due Seller for such termination, City, in addition to making prompt payment of amounts due for equipment delivered or services rendered prior to the effective date of termination, will pay to Seller (without duplication) the actual costs incurred by Seller which are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of this order, including the cost of discharging liabilities which are so allocable or apportionable. Such costs shall exclude the cost of discharging liabilities for parts, materials and services not received by Seller before the effective date of termination. Payments made under this subparagraph (c) shall not exceed the aggregate price specified in this Purchase Order, less payments otherwise made or to be made.

(d) With the consent of City, Seller may retain at an agreed price or sell at an approved price any completed equipment, or any equipment, materials, work in process or other things the cost of which is allocable or apportionable to this Purchase Order under subparagraph (c) above, and will credit or pay the amount so agreed or received as City directs.

(e) The provisions of this paragraph 21 shall not apply if this Purchase Order is terminate by City for the default of Seller pursuant to paragraph 22 hereof.

22. Termination for Default of Seller - Subject to paragraph 18 above, whenever Seller (1) refuses or fails to make deliveries of the equipment or perform services called for in this Purchase Order within the time specified in this Purchase Order or in written instructions issued to Seller, or (2) otherwise defaults in the performance of this Purchase Order, City may terminate this Purchase Order, in whole or in part, effective ten (10) days after mailing of notice of default, unless Seller shall, within such period, cure such default.

23. Effect of Invalidity - The invalidity in whole or in part of any condition of this Purchase Order shall not affect the validity of other conditions.

24. Remedies - The remedies herein shall be cumulative, and in addition to any other remedies available in law or equity. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision.

25. Modification of Purchase Order and Non-Assignment - This Purchase Order, together with any written instruction issued there under, contains the complete and final agreement between City and Seller and no agreement or other understanding in any way purporting to modify the terms and conditions hereof shall be binding upon City unless made in writing and signed by the City's authorized representative. Except as provided in this Purchase Order, Seller shall not delegate in any manner to any other person the performance of any work or the supplying of any equipment or services under this Purchase Order. Seller may assign monies due and to become due under this Purchase Order, provided, however, that City shall be entitled to assert against the assignee thereof all rights, claims, and defenses of every type (including without limitation, rights of setoff, recoupment, and counterclaim), which City could assert against Seller, whether acquired prior or subsequent to such assignment.

26. Notice of Labor Disputes - (a) Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order; Seller shall immediately give notice thereof and all relevant information to the City.

(b) Seller agrees to insert the substance of this clause, including this paragraph (b), in any subcontract (including any purchase order) there under as to which a labor dispute may delay the timely performance of this Purchase Order, except that each such subcontract shall provide that in the event any actual or potential labor dispute is delaying or threatens to delay timely performance, the subcontractor shall immediately notify its next higher tier subcontractor, or Seller, as the case may be, of all relevant information.
Wrapped Trees:
1. Large Oak Tree and smaller tree next to it
2. 2 trees flanking Public Safety Building
3. 4 trees in front of Senior Center
4. 4 trees on north side of City Hall
5. 3 trees in City Hall round about

Wrapped String Lighting:
6. 2 columns in front of City Hall wrapped
7. Roof line of City Hall and Council Chambers lined
City of Redmond, Washington
Purchasing Division, M/S: 3NFS
15670 NE 85th Street
PO Box 97010
Redmond, WA 98073-9710

IFB 10607-18/ALE
Invitation For Bid

Redmond Holiday Lighting Event

Addendum 1

In the scope of work document, under Redmond Central Connector Trail, the estimated café lighting reads 100 feet, this should read 500 feet.