



**The Woodlands Township
2801 Technology Forest Blvd.
The Woodlands, TX 77381**

Request for Proposals (RFP)

Contract Number: C-2024-0080

Waterway Holiday Decorations

Release Request for Proposal	December 7, 2023
RFP Advertisement	December 12 and 19, 2023
Mandatory Pre-Proposal Meeting at 1 p.m. CST	January 5, 2024
Deadline for Written Questions at 4 p.m. CST	January 10, 2024
Bid/Proposals Due by 1 p.m. CST at 2801 Technology Forest Blvd, The Woodlands, TX 77381	February 2, 2024

General Standards and Specifications

Proposer shall **complete every space** in the proposal column with either **signed initials** to indicate the item being proposed is exactly as specified or a description to indicate any deviation of item being proposed from the specifications. Proposer may submit additional information explaining any deviation.

1	GENERAL	Proposer's Initials
1.1	The Woodlands Township reserves the right to reject any or all Proposals, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Proposals and to reject the Proposal of any Proposer if The Woodlands Township believes that it would not be in the best interest of the project to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by The Woodlands Township.	
1.2	The Woodlands Township also reserves the right to waive all informalities and defects in the Proposals and the process not involving price, time of submittal or changes in the work and to negotiate contract terms with the Successful Proposer. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. In case of ambiguity or lack of clarity in stating the prices in the Proposal, The Woodlands Township reserves the right to consider the most advantageous Proposal thereof or to reject the Proposal.	
1.3	Prospective Proposers may obtain a Proposal package including specifications and documents from The Woodlands Township website, online at www.thewoodlandstownship-tx.gov/bids .	
1.4	Proposer should carefully examine the Proposal documents, specifications and other documents, visit the sites of the work, field verify quantities and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a Proposer find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify the Township and obtain clarification prior to submitting a Proposal.	
1.5	Addenda to the specifications shall be considered part of the contract documents. Proposer shall acknowledge receipt of addenda on the Proposal Form. Oral and other interpretations or clarifications will be without legal effect.	
1.6	Any qualification or exception submitted by the Successful Proposer pertaining to the specifications and Proposal items may be cause for rejection of Proposal. A conditional Proposal may be cause for rejection.	
1.7	The Proposal shall include unit prices as outlined in the Proposal Tabulation Form. Quantities required and listed are substantially correct, but The Woodlands Township reserves the right to increase and/or decrease the amount of work to be done by any amount at the same unit cost.	

1.8	There will be no public proposal opening; however, proposal tabulations and related documents will be released once the Board of Directors has reviewed and approved them.	
1.9	Proposer must demonstrate the skill, capacity and ability to develop and provide a world class holiday light display as described in the Specifications and Acknowledgement section of the Proposal.	
1.10	ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO PROPOSERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE PROPOSAL(S) AS UNACCEPTABLE.	
1.11	It is understood, that in addition to the items outlined in this Proposal package, The Woodlands Township's facilities, offices, terminals, parks, pools, events, and sports fields are continually growing and the Successful Proposer must be capable of handling contract additions (additional shows, locations, etc.) throughout the term of the contract to the same standards, frequencies and expectations outlined herein.	
1.12	Through the term, the Successful Proposer shall have one (1) main contact per event. Communication regarding the Waterway Holiday Lights may be with multiple staff members due to the number of programs and events. The Successful Proposer, at its sole cost and expense, shall be capable of receiving and reviewing communication by email or via phone call/text message and shall be capable of replying to any such communication in a timely manner. Please note that this could include site visits to identify potential locations. All costs associated with travel shall be at the sole expense of the Successful Proposer.	
1.13	Proposal prices shall be inclusive of all costs related to the provision of Waterway Holiday Lights (staff, vehicles, set up, tear down, storage, equipment, etc.). No equipment, material or personnel shall be provided by the Township to successful Proposer unless agreed upon in advance or stated in this packet, in writing by the Township.	
1.14	Successful Proposer shall remove all waste and discarded material on a daily basis that is a result of their services provided to the Township. If Successful Proposer fails to comply with this obligation, and the Township is required to remedy, the Successful Proposer agrees to reimburse the Township for all expenses incurred for the remedy.	
1.15	Each employee will be identified by a company uniform (shirt, pants or cap) and vehicles will be clean, and all marked with company name. This shall include rented golf carts, ATV's, mules, etc.	
1.16	Successful Proposer shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission. The Event is family-oriented catering to all ages. Successful Proposer shall exhibit proper decorum and act in a professional manner during all events and programs. Successful Proposer may not smoke (including e-cigarettes or vaping) or drink alcoholic beverages while providing services to the Township outlined in this Proposal.	
1.17	The Successful Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that The Woodlands Township may, at any time, secure similar or identical services at its sole option.	
1.18	The Successful Proposer will be responsible for producing the Waterway Holiday Light Display through obtaining any required state, county and Township permits, and employing reputable and certified labor and/or technicians.	
1.19	Lighting systems shall be able to be operated in all weather conditions (heat, rain, sleet, snow, below freezing weather, etc.).	
1.20	Successful Proposer shall not employ any sub-contractor to fulfill any of the Proposer's obligations, in whole or in part, without the prior express written approval of The	

	Woodlands Township and shall fully indemnify and defend the Township for any acts or omissions of any such sub-contractor.	
1.21	<p>The following exhibits are within this document:</p> <ul style="list-style-type: none"> Exhibit A- Tabulation Form Exhibit B- Proposal Certification Exhibit C- Addendum Acknowledgement Exhibit D- Conflict of Interest Questionnaire/Sample 1295 Exhibit E- References Exhibit F- Statement of Qualifications Exhibit G- Insurance Requirements Exhibit H- Proposal Bond Sample Exhibit I- Performance/Payment Bond Sample Requirements Exhibit J- Site Visitation Form Exhibit K- Criteria for Proposal Evaluation Exhibit L- Waterway Square Infrastructure Maps Exhibit M- Waterway Tree Electrical Service Locations Exhibit N- Current Holiday Light Locations- Town Green Park Exhibit N-1 Current Holiday Light Locations- Lake Robbins and Six Pines Exhibit O- Prospective Light Locations Exhibit P- Subcontractors List Exhibit Q- Proposal Submission Checklist 	
2	COMPLIANCE WITH LAWS, REGULATIONS & INSURANCE	Proposer's Initials
2.1	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Proposer must submit Form CIQ. See Exhibit D.	
2.2	In compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the Board of Directors of The Woodlands Township must complete Form 1295 – “Certificate of Interested Parties” – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us .	
2.3	At its own cost and expense, Successful Proposer shall comply with all laws, ordinances, rules, and regulations of the federal, state and local and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith.	
2.4	Successful Proposer shall provide The Woodlands Township acceptable proof of insurance and endorsement forms which meets the requirements as identified in Exhibit G of the Proposal packet. Proof of Insurance must be provided before any work is to begin.	
2.5	The Successful Proposer shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, and is required to comply with all local, Montgomery County, state, federal, and industry laws, rules and regulations applicable to the service requested.	

3	INSTRUCTIONS	Proposer's Initials
3.1	A Mandatory Pre-Proposal Meeting will take place at 2801 Technology Forest Blvd, The Woodlands, TX 77381 on Friday, January 5, 2024 at 1 pm.	
3.2	INTERPRETATIONS AND ADDENDA- All questions about the meaning or intent of the proposal documents and the contract documents shall be submitted in writing to Chris Nunes, Chief Operating Officer at cnunes@thewoodlandstowship-tx.gov . Interpretations, questions, or clarifications will be considered by the Township and if necessary be responded to by issuance of an Addendum. All questions are to be received no later than Wednesday, January 10, 2024, at 4 p.m. CST . Only answers issued by Addenda will be binding. All addendums will be posted on The Woodlands Township website www.thewoodlandstowship-tx.gov/bids .	
3.3	Sealed Proposals , addressed to The Woodlands Township, 2801 Technology Forest Boulevard, The Woodlands, Texas 77381, Attention: Chris Nunes, Chief Operating Officer, must be received at the above address no later than Friday, February 2, 2024 at 1 p.m. CST for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary to provide Waterway Holiday Light Display based on the Proposal documents in The Woodlands Township, Montgomery County, Texas. Proposals shall be submitted in sealed envelopes using the blank proposal forms furnished with this proposal package. Electronic proposals or emailed proposals will be accepted at cnunes@thewoodlandstowship-tx.gov with the same deadlines as identified above.	
3.4	Each sealed envelope containing the Proposal(s) must be clearly marked on the outside Waterway Holiday Lights, C-2024-0080 and the envelope should bear on the outside the name of the Proposer and company address.	
3.5	All companies submitting a proposal must include the information outlined in the ITEMS TO BE INCLUDED IN PROPOSAL SUBMITTAL including but not limited to the checklist, bond, statement of qualifications, list of equipment, references, list of proposed equipment, insurance requirements, and other items requested in this document.	
3.6	All proposals must be made on the required Proposal Tabulation Form. All blank spaces for proposal prices must be filled in, in ink or typewritten, and the Proposal Form must be fully completed and executed when submitted.	
3.7	Proposer is required to submit three (3) references of previous projects within the last 12 months of similar or like nature.	
3.8	Proposal Bond -All Proposals shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 2% of the Proposer's total proposal amount, payable to The Woodlands Township, or a Proposal Bond in the same amount, from a Surety Company licensed in the State of Texas, as a guarantee that the Proposer will enter into a contract. See Exhibit H for a sample Proposal Bond.	
3.9	Performance/Payment Bond -Successful Proposer is required to provide The Woodlands Township a performance/payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the Successful Proposer. The bonds will be on forms and drawn on sureties acceptable to The Woodlands Township and are included in the total project cost(s). The performance bond must be obtained each year of the contract. See Exhibit I for sample performance bond.	
4	SCOPE OF WORK	Proposer's Initials
4.1	The contract for these services, if awarded, shall be for up to sixty (60) months (March 1, 2024 – February 28, 2029) . Any and all financial obligations of The Woodlands Township under a proposed contract are conditional as they relate to a yearly appropriation during the annual budget process.	

4.2	Within ninety (90) days before the expiration of the Initial Term (February 28, 2029), The Woodlands Township may give written notice to Successful Proposer of its desire to extend the Agreement (the "Renewal Notice") for an additional period of time (the "Renewal Term"). If The Woodlands Township delivers the Renewal Notice, the Parties shall within thirty (30) days from the date of receipt of the Renewal Notice, use good faith efforts to negotiate the terms and conditions of the Renewal Term. Any agreed-upon Renewal Terms shall be in writing and executed as a Modification of the Agreement. In the event the Parties are unable to agree upon the terms and conditions for the Renewal Term, then the Agreement shall expire upon the expiration of the current Term or otherwise terminate pursuant to the terms of the Agreement. Renewal Terms will be limited to a maximum of two (2), three (3) year renewal periods.	
4.3	The Successful Proposer will furnish all labor, materials, equipment, permits, services, transportation, insurance and daily expenses to meet the requirements of this scope of work and specifications. Prices shall be inclusive of all costs.	
4.4	Successful Proposer is responsible for obtaining such supplies, materials and equipment if not provided directly by the Township. Such supplies, materials and parts shall be of good quality and the cost of such shall be billed as reflected in the proposal from the Successful Proposer.	
4.5	Service locations are public and extremely sensitive to disruption. Successful Proposer must ensure the general public and users' safety when performing services in and around all locations. Service locations include in and around a Federal Transit Administration funded transit corridor and operations. Significant care must be made to ensure there is minimal disruption to transit operations. Any anticipated disruptions to transit operations for load in, set up, or maintenance, will require prior approval of the Township.	
4.6	Each Proposer is required to submit the Site Visitation Form as part of the Proposal submittal. Failure to submit the form will result in the Proposal being deemed unresponsive. See Exhibit J.	
4.7	Successful Proposer shall understand that a key emphasis of this community is the preservation of the natural existing environment (trees, bushes, wildflowers and wildlife), and to enhance it by additional landscaping and the development of the lakes and open space. Residential developments in The Woodlands are built with the natural woodlands surrounding them. As the beauty of a natural environment cannot be replaced, The Woodlands Township expects Successful Proposer's cooperation. No trees, shrubs or vegetation should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped in the woods. Vehicles must be parked in designated areas as specified by the Township.	
4.8	An award of Contract is subject to approval by The Woodlands Township Board of Directors.	
5	INVOICING & PAYMENT	Proposer's Initials
5.1	Unit prices shall remain in effect for the length of this agreement (March 1, 2024 – February 28, 2029).	
5.2	THIS IS A TAX-EXEMPT CONTRACT. A TAX-EXEMPT CERTIFICATE WILL BE SUPPLIED TO THE SUCCESSFUL PROPOSER.	
5.3	Unit price shall be inclusive of all charges (staff, lights, vehicles, set up, tear down, equipment, service charges, etc.).	
5.4	All invoices shall indicate the type of services, unit price, units, and total cost and any additional pertinent information.	
5.5	The Township will remit payment for each invoice to Successful Proposer within 30 days of receipt of an approved invoice unless the Township disputes any portion of the invoice, and the Successful Proposer is not in default under the provisions of this contract.	

6	QUALIFICATIONS	Proposer's Initials
6.1	It shall be the Proposer's responsibility to have the proper equipment necessary for these services. <i>Please submit a complete list of equipment with the Proposal submittal.</i>	
6.2	Proposer must supply a résumé of company experience to include the length of time that current management has been in their current positions.	
6.3	Proposer must supply a résumé of the lead designer to include his/her experience in shows similar to the displays being solicited in this Proposal/Request for Proposal. The Township recognizes that many companies will be completely booked during the holiday season. Successful Proposer shall reserve an experienced crew led by a seasoned operator for the events.	
6.4	Successful Proposer must provide sufficient quantity of credentialed light installers to deliver, load-in, set-up, and maintain the displays.	
6.5	Successful Proposer shall provide at least three (3) references in which services were rendered for events of a similar type/size within the past 12 months. See Exhibit E. The Woodlands Township reserves the right to contact any of the organizations or individuals listed.	
6.6	The Technical Specifications contained in this Proposal are to be used as a reference only and are not to be considered of a propriety nature. These specifications represent a level of quality and features that are desired by The Woodlands Township. The Woodlands Township is receptive to any product that would be considered by qualified Township personnel as an approved equal. The Proposer must clearly state in the Proposal any variance from the specifications. If the Proposer is proposing an approved equal, it will be the Proposer's responsibility to provide adequate information in the Proposal to ensure The Woodlands Township has the ability to determine that the Proposal meets the required criteria. If adequate information is not submitted, it may cause for the Proposal to be rejected.	
7	PROPOSER'S RESPONSIBILITY	Proposer's Initials
7.1	Successful Proposer is responsible for repairing any damage to the existing facilities, irrigation, utilities, landscape, buildings, site amenities, or grounds that occurred as a result of the shows.	
7.2	Successful Proposer is responsible for the legal disposal and cost of debris removal.	
7.3	Successful Proposer shall provide an onsite Emergency Operating Plan, including inclement weather for the show, prior to the show and when requested by the Township. In addition, Successful Proposer's staff shall be properly identified at all times.	
7.4	Proposer shall include in their submittal; a video of a holiday light show that demonstrates the quality of their displays/shows.	
7.5	Successful Proposer shall schedule one (1) member of the staff assigned to work the display to attend a site walk-through a minimum of two (2) calendar days prior to event start date.	
7.6	Successful Proposer shall provide a layout of displays throughout the identified section of The Woodlands Waterway. Display should not interfere with daily Town Center Trolley operations.	
7.7	Successful Proposer shall allow total access of the show to designated Township Staff.	
7.8	Upon load-out, all debris, cartons, wrappings within a 100-foot radius of each display shall be removed and legally disposed of by the Successful Proposer.	
7.9	It will be the Successful Proposer's responsibility to ensure the safety of its employees and subcontractors during event set-up and tear-down, unless otherwise instructed by any governing entity (Fire Marshal's Office, Montgomery County Sheriff's Office and/or WFD).	
7.10	The safety of residents and visitors is of the utmost importance. It will be the Successful Proposer's responsibility to secure areas in and around where the work is taking place.	

8	SITE ACCESS	Proposer's Initials
8.1	The Successful Proposer's personnel must report to the display site no later than November 1 each contract year and have all displays ready no later than two days prior to the third Thursday of November. The Successful Proposer shall contact the designated Township's staff person prior to arrival to identify suitable laydown areas in the vicinity of the display site.	
9	Waterway Holiday Light Show (Proposal)	Proposer's Initials
9.1	The goal of this RFP is to maximize the knowledge, skills and abilities of the Proposer, which in turn would add value for The Woodlands Township and/or identify where efficiencies can be gained to reduce cost and deliver a higher quality show. All standards outlined in this document, including but not limited to insurance, safety standards, etc. would be in effect for either Option A or B.	
9.2	<p>The Woodlands Township seeks to create a holiday atmosphere along The Woodlands Waterway with the following goals</p> <ul style="list-style-type: none"> • The Township seeks to leverage existing holiday decorations at Town Green Park and The Woodlands Ice Rink, lighted trees along The Waterway, and a Holiday Tree at Waterway Square to provide holiday memories. • Provide a 60-90 minute experience for community members and visitors. • Light display fitting of The Woodlands and The Woodlands Waterway. • Provide décor along the Waterway to accent the area during daylight areas. • Incorporate music, sound, and movement in the displays. • A percentage of the displays should be able to be changed out on a yearly basis to provide a new experience. • All fees shall be based on a lease model. • Proposer is responsible for storage, install, repair, and maintenance during the course of the contract year and during the display season. 	
9.3	Lighting displays may not impact the operations of The Woodlands Township's Town Center Trolley service . Trolleys operate along the Waterway daily, between 10am and 9pm. Trolleys are 13 feet high, 33 feet long. The Township would like to leverage the use of the Trolleys in bringing people through the display (Option B).	
9.4	Option A- Waterway Square- Develop a holiday light show as outlined in the RFP for Waterway Square (31 Waterway Square Place, The Woodlands, TX 77380).	
9.5	Option B- Town Green to Waterway Square- Develop a holiday light show as outlined in the RFP for The Woodlands Waterway from Town Green Park (2099 Lake Robbins Drive, The Woodlands, TX 77380) to Waterway Square (31 Waterway Square Place, The Woodlands, TX 77380). Proposers are encouraged to leverage both sides of the Waterway in this area. Identify in this proposal if there will be displays in Waterway Square.	

EXHIBIT A

Proposal Tabulation Form

Proposer shall complete each section of the Proposal Tabulation Form with a specified cost per item listed. Proposal prices shall be firm for 90 days from Proposal opening. Please note The Woodlands Township may refer to this list when requesting services for each event as needed.

Option A – Proposal				
Event Name	Unit	Quantity Needed	One Year Cost	Five Year Cost
Display- Waterway Square	Season	1		
Performance Bond	Per Year	1		
Option B – Proposal				
Display- Town Green to Waterway Square	Season	1		
Performance Bond	Per Year	1		

EXHIBIT B

Proposal/Proposal Certification

I, _____, certify that this Proposal, including the listed unit price in the Proposal tabulation, is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies or equipment and is in all respects fair and without collusion of fraud. I agree to honor the unit prices as submitted throughout the term of the Township Holiday Light Services Agreement and by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer.

SIGNATURE

PRINT/TYPE NAME

DATE SIGNED

TITLE

COMPANY

EXHIBIT C

Addendum Acknowledgement

Please acknowledge by signing and dating that you have seen the addenda posted with the Proposal on <http://www.thewoodlandstowship-tx.gov/bids>.

Addenda #1 _____ Date Received _____/_____/202____
MM DD

Addenda #2 _____ Date Received _____/_____/202____
MM DD

Addenda #3 _____ Date Received _____/_____/202____
MM DD

EXHIBIT D

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed.		
<div style="border-bottom: 1px solid black; width: 50%; margin: 0 auto;"></div> Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<div style="margin-bottom: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 50px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
<div style="border-bottom: 1px solid black; width: 100%;"></div> Signature of vendor doing business with the governmental entity		<div style="border-bottom: 1px solid black; width: 100%;"></div> Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT E

References

Please provide the following information for three (3) clients for whom you have provided Holiday Lights within the past 12 months. You may also attach any letters of recommendation from the below-named clients.

1. Agency/Company: _____

Contact Name: _____

Contact Phone: _____ Contact Email: _____

Date(s) of Services Rendered: _____ Total Invoice for Services Rendered \$ _____

Brief Description of Specific Holiday Lights Rendered:

2. Agency/Company: _____

Contact Name: _____

Contact Phone: _____ Contact Email: _____

Date(s) of Services Rendered: _____ Total Invoice for Services Rendered \$ _____

Brief Description of Specific Holiday Lights Rendered: _____

3. Agency/Company: _____

Contact Name: _____

Contact Phone: _____ Contact Email: _____

Date(s) of Services Rendered: _____ Total Invoice for Services Rendered \$ _____

Brief Description of Specific Holiday Lights Rendered: _____

EXHIBIT F

Statement of Qualifications

DATE SUBMITTED _____

All questions must be answered, and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Firm may submit any additional information that is pertinent.

1. Name of Firm - _____
2. Permanent main office address - _____
3. If a corporation, where incorporated - _____
4. How many years have you been engaged in the Holiday Lights/Event service business? Under what firm or trade names and how long under each?

5. Contracts on hand (show gross dollar amount of each contract and the anticipated date of completion):

6. Are you licensed as a Contractor in the State of Texas?
Yes____ No____ If "Yes", please provide Contractor numbers?

7. General character of work performed by your firm - _____
8. Has your firm ever failed to complete any work awarded to you?
Yes____ No____ If "Yes", where and why?

9. Has your firm ever defaulted on a contract?
Yes____ No____ If "Yes", where and why?

10. List 5 projects of similar size and scope:

	Firm Name	Contract Value	Contact Information
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

11. Are any lawsuits pending against you or your firm at this time?

Yes____ No____ If "Yes", PROVIDE DETAILS.

12. Have any charges been filed against you or your firm or the Proposal entity with the Texas Office of Contract Compliance, the Equal Opportunity Commission, the State of Texas Civil Rights Commission, or any other similarly constituted entity charges by any state or local government with the enforcement of anti-discrimination legislation or regulations?

Yes____ No____ If "Yes", PROVIDE DETAILS.

13. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Associations in verification of the recitals comprising this Statement of Proposer's Qualifications.

DATED AT _____, this____ day of _____, 20____.

(Name of Proposer)

By _____

(Signature)

Title _____

EXHIBIT G
Insurance Requirements

Successful Proposer agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the Owner in the minimum amounts outlined below:

- a. Worker's compensation and employer's liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Successful Proposer and all subcontractors engaged in any manner in performance of the Work. Employer's liability coverage shall have a minimum limit of \$100,000 for liability arising out of any accident related to the Work.
- b. Comprehensive general liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$5,000,000 per occurrence, and will include, without limitation, the following coverages:
 - (1) XCU Coverage,
 - (2) Contractual Liability Coverage,
 - (3) Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment, and extending for at least two (2) years from that date, and
 - (4) (X), (C) and (U) exclusions shall be removed.
- c. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$5,000,000 per occurrence. Such coverage shall include owned, hired and non-owned vehicles of successful Proposer or Contractor's employees, agents, representatives or subcontractors.
- d. Successful Proposer shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that successful Proposer considers necessary. Successful Proposer will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$500,000 per occurrence. Any exclusion shall first be approved by Owner. It is the responsibility of the Successful Proposer to assure compliance with this provision. The Woodlands Township accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- e. All insurance policies required by this Section shall contain a clause waiving any right of subrogation against The Woodlands Township. Insurance policies under (b), and (c), shall include The Woodlands Township as an additional insured.
- f. With reference to the foregoing insurance requirement, Successful Proposer shall specifically endorse applicable insurance policies as follows:
 - (1). The Woodlands Township shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - (2). All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
 - (3). A waiver of subrogation in favor of The Woodlands Township shall be contained in the Workers Compensation and all liability policies.

- (4). All insurance policies shall be endorsed to require the insurer to immediately notify The Woodlands Township of any material change in the insurance coverage.
- (5). All insurance policies shall be endorsed to the effect that The Woodlands Township will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.
- (6). All insurance policies, which name The Woodlands Township as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- (7). Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (8). Successful Proposer may maintain reasonable and customary deductibles, subject to approval by The Woodlands Township.
- (9). Insurance must be purchased from insurers that are financially acceptable to The Woodlands Township.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to The Woodlands Township.
- c. All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

Successful Proposer shall, before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.

EXHIBIT H

Proposal Bond Sample

PROPOSAL BOND – Sample - (Proposal Bond Required with Proposal Submittal)

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____ as Principal and _____, a _____ duly organized under the laws of the State of _____ as Surety, are hereby held and firmly bound unto The Woodlands Township as Oblige in 2% of Principal's Proposal Amount for the payment of which sum will and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the above-named Principal submitted a Proposal for _____.

NOW, THEREFORE, (1) if the Oblige shall accept the Proposal of the Principal and the Principal and Oblige shall execute The Township-Successful Proposer Agreement which is part of these Contract Documents, and the Principal shall provide all Bonds, as required by the Contract Documents, and the Principal shall, in all other respects, perform any obligations due the Oblige as a result of the submission of its Proposal, or (2) the Oblige shall reject the Principal's Proposal, or fail to execute The Township-Successful Proposer Agreement within 7 days of receipt from the Successful Proposer, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

ATTEST:

PRINCIPAL

By: _____
(Principal) Secretary

(SEAL)

(Address)

(Witness as to Principal)

(Address)

EXHIBIT I

Performance/Payment Bond (Sample)

_____, as principal, hereinafter called the SUCCESSFUL PROPOSER, and _____, as surety, with general offices in _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Texas, are hereby bound unto The Woodlands Township, as obligee, in the sum of 100% of the value of the Contract amount in United States currency, for the payment of which sum the SUCCESSFUL PROPOSER and surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally. **WHEREAS**, the SUCCESSFUL PROPOSER has entered into a written contract with the Township In accordance with plans and specifications referenced in the Contract associated with the Waterway Holiday Decorations C-2024-0080

NOW THEREFORE, the conditions of this performance bond are such that, if the SUCCESSFUL PROPOSER shall satisfactorily perform the Contract for twelve (12) months, then this bond shall be null and void; otherwise, the surety shall pay the full amount of this performance bond.

In addition, if the SUCCESSFUL PROPOSER or his subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such SUCCESSFUL PROPOSER or his subcontractor in performance of the Contract or shall fail to duly pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work, then the surety shall pay the same in an amount not exceeding the sum specified in the bond together with interest at a rate of eight percent per annum.

THE UNDERSIGNED SURETY for value received hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the Contract to be performed thereunder or of the specifications of the contract documents shall in any way affect its obligations on this bond and the surety does hereby waive notice of any such extension of time, change, addition, or modifications.

EXECUTED on this _____ day of _____, 2024

BY: _____
(Successful Proposer)

ATTEST:

BY: _____
(President)

By: _____
(Surety Company)

By: _____
(Secretary)

By: _____
(Attorney-in-Fact)

EXHIBIT J

Site Visitation Form

There will no formal walkthrough of the sites; however, a walk-through of the below spectator locations will be required as a condition of this Proposal. Each Proposer is required to submit the Site Visitation Form as part of the Proposal Submittal. Failure to submit the form will result in the Proposal being deemed unresponsive.

Location	Address	Date Visited	Time Visited
Town Green Park	2099 Lake Robbins Drive The Woodlands, TX 77380		
Waterway Square	31 Waterway Square Place The Woodlands, TX 77380		
The Woodlands Waterway	From Town Green Park to Waterway Square (North and South Side)		

I, _____, certify that I have inspected the above-listed sites in regard to the Waterway Holiday Decorations C-2024-0080.

Signature

Name (please print)

Company

EXHIBIT K

Criteria for Proposal Evaluation

SUBMITTAL REQUIREMENTS

Submittals shall be firm for a period of 90 days following Submittal Date. Firms will be judged not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in the RFP document and Selection Criteria. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal or the selection process shall be borne solely by the Respondent. All proposals become property of The Woodlands Township upon receipt and will not be returned. All proposals will be kept confidential through the negotiation process. Once the contract has been awarded, all information held by The Woodlands Township will be subject to the State of Texas Open Records Act. Proposal submittals shall contain the following information, which is further outlined in **Items A through F**:

A. COVER LETTER

One-page cover letter of interest that includes the firm's understanding of the requirements related to the RFP, a synopsis of the Proposer and sub-consultants/contractors (if any), the team's qualifications, the project manager and primary contact. The letter must be brief and formal from the Proposer that provides information regarding the firm's interest in and ability to perform the requirements of this RFP.

B. EXPERIENCE AND QUALIFICATIONS –

Identify the project manager, key staff and sub-contractors. Present a brief discussion regarding how the team's qualifications and experience relate to the specific project. Elements that will be considered by the panel when reviewing your submittal:

- Experience and qualifications of the firm with similar-sized holiday displays and communities similar to The Woodlands Township
- Length and quality of company experience
- Discuss number of documented attendees at each show location

C. SHOW SPECIFICS

Proposer shall provide a detailed list of displays (lighted and décor) with locations which accentuate The Woodlands Waterway through the display season and are fitting of The Woodlands and The Woodlands Waterway. To provide The Township an understanding of the show specifics the vendor shall include but is not limited to provide the following:

- Up to 2-minute video of similar shows developed and managed (YouTube link).
- Detailed map that provides the location of each display (lighted and decor) including size (height, width, depth).
- Detail the number of lights, light size, type and color for each display. The Township will only accept LED lights.
- Provide a description and/or drawing of how displays are anchored.
- Identification of each display (lighted/décor) that has lights, sounds or both.
- Required electrical service for each display and how they would be tied into using the existing infrastructure.
- Address how this show will leverage existing holiday decorations at Town Green Park and The Woodlands Ice Rink, lighted trees along The Waterway, and a Holiday Tree at Waterway Square to provide holiday memories.
- Address how this display will provide a 60–90-minute experience for community members and visitors.
- Identify the percentage of the displays that will be changed out on a yearly basis to provide a new and updated experience.

- Confirm Proposer is responsible for storage, installation, repair, maintenance, and other identified specifications within the RFP during the course of the contract year and during the display season. The Township requires thrice weekly reviews of the operability of the light displays during the show's run. This can be done through a sub-contractor. Please identify the subcontractor (using the attached forms) and their experience with the above-identified services.

D. ESTIMATED COST TO TOWNSHIP

Proposer shall provide a cost for the overall display for one year and five years. Additionally, the Proposer shall breakdown each display (lighted, décor, sound) on a unit price basis. This affords the Township and the Proposer to work collaboratively to manage the budget allocated to this show (\$200,000 per year).

E. REFERENCES

Please submit for this project references as identified in the Request for proposals for similar projects.

SELECTION CRITERIA

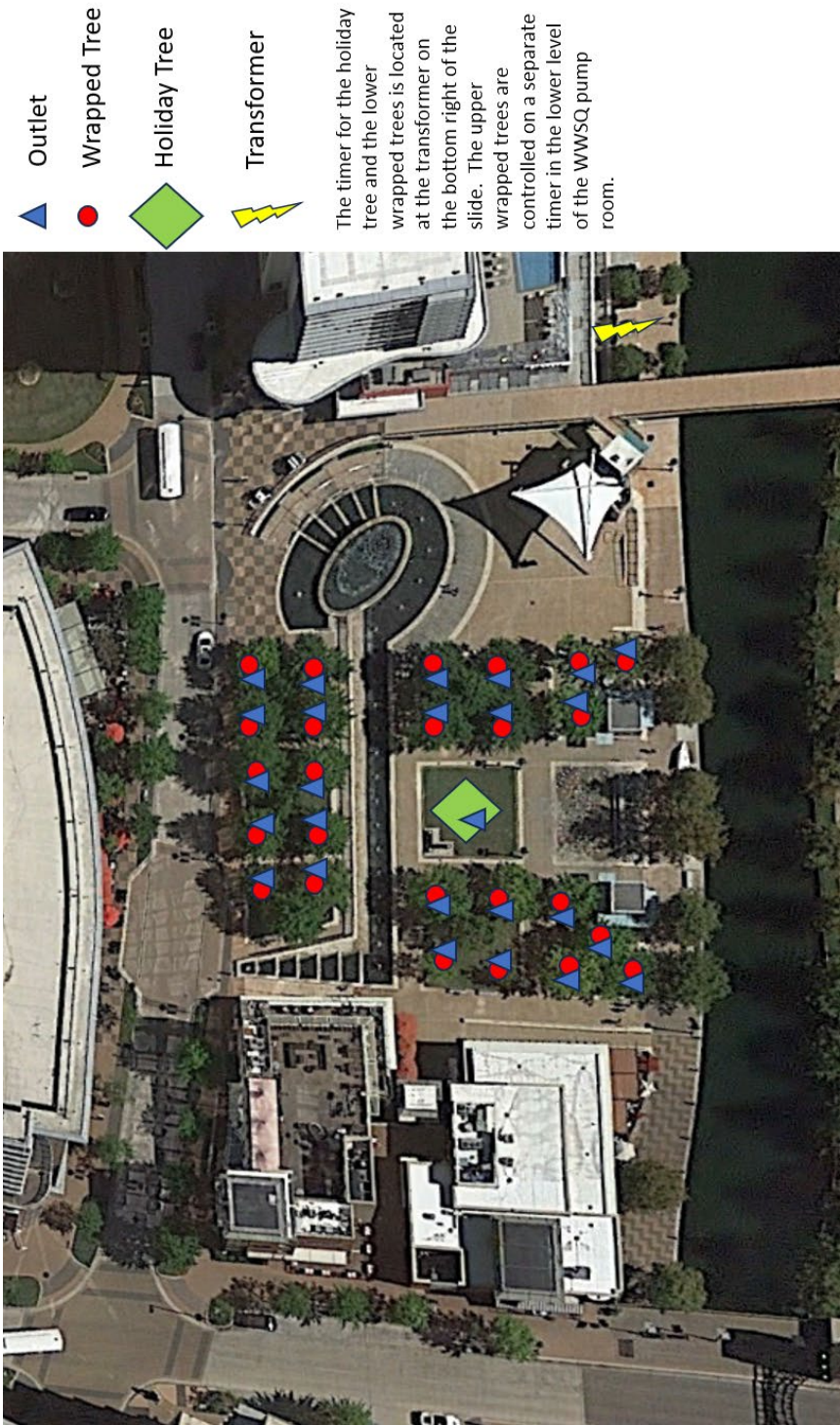
The Woodlands Township will conduct a comprehensive, fair, and impartial evaluation of all Proposals received:

- A- Cover Letter-0%
- B- Experience and Qualifications-10%
- C- Show Specifics-35%
- D- Estimated Cost-45%
- E -References-5%

Scoring shall be at the sole discretion of the evaluator(s) whose decision is final and not up for discussion or further interpretation. Proposers are therefore encouraged to be specific and concise with their descriptions. Evaluation of Proposals will be conducted by an evaluation committee of qualified Township Staff, or other persons selected by the Township based upon the information and references contained in the Proposals as submitted. If necessary, the committees will then conduct discussions, for clarification purposes only, and score the Proposals. The committee will then make a recommendation to The Woodlands Township Board of Directors for review and approval.

EXHIBIT L

Waterway Square Infrastructure Map





The area highlighted in red is 10 oak trees with mulch at the base currently surrounded by grass. Stamped concrete will soon replace the grass in this area. Each tree has an outlet near the base and a bubbler irrigation line.

The area highlighted in blue consists of 8 oak trees with mulch at the base surrounded by grass. This area also has the holiday tree with a short white picket fence surrounding it. The electrical outlets for the holiday tree are located inside the tree.

The area highlighted in green is made up of 7 oak trees, mulch at the base, outlets at each tree and surrounded by concrete.

Exhibit M

Waterway Tree Electrical Service Locations

Please note these maps are provided to highlight the infrastructure, including the lighted trees throughout The Waterway, but the defined focus area of this project is Waterway Square and/or The Waterway from Town Green Park to Waterway Square.

[LINK TO EXHIBIT M](#)

Exhibit N

Current Holiday Light Locations- Town Green Park

[LINK TO EXHIBIT N](#)

Exhibit N-1

Current Holiday Light Locations- Lake Robbins and Six Pines

[LINK TO EXHIBIT N-1](#)

Exhibit O

Prospective Light Locations

[LINK TO EXHIBIT O](#)

EXHIBIT P
Subcontractors

LIST OF SUBCONTRACTORS (Required with Proposal Submittal)

Please list all subcontractors to be used and work that they will perform as part of this Proposal.
Proposer certifies that all subcontractors listed are eligible and legally able to perform the work.

Subcontractor's Name	Subcontractor's Type of Work

If no subcontractors are to be used, please fill in with the words **“NO SUBCONTRACTORS WILL BE USED.”**

The Successful Proposer whose Proposal is accepted shall not substitute for a subcontractor who is named herein, without written approval from The Woodlands Township.

EXHIBIT Q

Proposal Submission Checklist

Only items marked with “Yes” are applicable to this Proposal. If additional information is needed, please contact the Project Coordinator identified in this document. Vendor must initial each required task as it is completed. Vendor must include this form as the cover page to the Proposal submittal.

Vendor Name:					
Individual Submitting:					
Contract Number: C-2024-0080					
Required	Item	Proposer has included in submitted Packet (Initial)	Required	Item	Proposer has included in submitted Packet (Initial)
YES	General Specifications and Acknowledgement		YES	References	
YES	Proposal Tabulation Form		YES	Notarized Statement of Proposer’s Qualifications	
YES	Proposal Certification		YES	Proposal Bond-2% of value of Proposal	
YES	Addendum Acknowledgment		YES	Sub-Contractor List	
YES	Site Visitation Form		YES	Signed Conflict of Interest Questionnaire (CIQ)	
After awarded, the following documents must be provided. Initial if you are prepared to provide these after awarded, as required.					
Required		Acknowledged	Required		Acknowledged
YES	Form 1295 – “Certificate of Interested Parties”		YES	Payment Bond This applies to Proposals that exceed \$25,000.	
YES	Performance Bond Requirements. This applies to Proposals that exceed \$25,000		YES	Worker’s Compensation Check if you are prepared to provide this after awarded, inclusive of endorsement forms, as required, if applicable.	
YES	General Liability and Auto Check if you are prepared to provide this after awarded, inclusive of endorsement forms, as required, if applicable.				

It is the vendor’s responsibility to be thoroughly familiar with all Proposal requirements and specifications.

Staff Initial _____	Staff Initial _____
Date & Time _____	Date & Time _____