



**The Woodlands Township Park and Recreation  
8203 Millennium Forest Dr.  
The Woodlands, TX 77381**

**Invitation for Bid  
2026-2029 Town Center Christmas Tree and Doves  
Installation, Maintenance, Removal, and Storage  
C-2026-0294**

**PURPOSE**

The Woodlands Township is seeking bids from professional, qualified contractors for seasonal holiday decorating services within Town Center for a period of 36 months beginning November 1, 2026. The selected Contractor will furnish all labor, materials, off-use storage space, equipment, supervision, and transportation necessary to install, maintain, remove, and store eight (8) holiday doves and one (1) manufactured Christmas tree. The Woodlands Township owns the Christmas tree and doves included in the scope of services. The Township will store the Christmas tree while the selected Contractor shall store the holiday doves.

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| <b>Mandatory Pre-Bid Meeting Bid at 11:00 a.m. CST</b>                                       | <b>Wednesday, March 11, 2026</b> |
| <b>Deadline for Written Questions at 5:00 p.m. CST</b>                                       | <b>Wednesday, March 18, 2026</b> |
| <b>Bids Due by 1:00 p.m. CST at 2801 Technology Forest Blvd,<br/>The Woodlands, TX 77381</b> | <b>Wednesday, March 25, 2026</b> |

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

| ITEM<br>1 | GENERAL  | BIDDER'S<br>INITIALS |
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| 1.1       | The contract for these services, if awarded, shall be for <b>thirty-six (36) months (November 1, 2026 – October 31, 2029)</b> . Any and all financial obligations of The Woodlands Township under the proposed contract are conditional as they relate to a yearly appropriation during the annual budget process.   |                      |
| 1.2       | Within (180) days before the expiration of the Initial Term (June 1, 2029), The Woodlands Township may give written notice to Contractor 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 Renewal Terms agreed upon 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. |                      |
| 1.3       | The Woodlands Township reserves the right to reject any or all bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional bids and to reject the bid of any bidder if The Woodlands Township believes that it would not be in the best interest of the project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by The Woodlands Township.  |                      |
| 1.4       | The Woodlands Township also reserves the right to waive all informalities and defects in the bids and the bidding process not involving price, time of submittal or changes in the work and to negotiate contract terms with the successful bidder. 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 bid, The Woodlands Township reserves the right to consider the most advantageous bid thereof or to reject the bid.   |                      |
| 1.5       | Prospective Bidders may obtain a bid package including specifications and bidding documents from The Woodlands Township website, online at <a href="http://www.thewoodlandstowship-tx.gov/bids">www.thewoodlandstowship-tx.gov/bids</a> .  |                      |
| 1.6       | Bidders should carefully examine the bid 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 bidder 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 bid.   |                      |
| 1.7       | Addenda to the specifications shall be considered part of the contract documents. Bidder shall acknowledge receipt of addenda on the Bid Proposal Form. Oral and other interpretations or clarifications will be without legal effect.   |                      |
| 1.8       | Any qualification or exception submitted by the Contractor pertaining to the specifications and bid items may be cause for rejection of bid. (A conditional bid may be cause for rejection.)   |                      |

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| 1.9  | The Contractor's bid shall include unit prices as outlined in the Bid 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 bid.   |  |
| 1.10 | There will be no public bid opening; however, bid tabulations and related bid documents will be released once the Board of Directors has reviewed and approved them.  |  |
| 1.11 | ANY ALTERATIONS, ADDITIONS OR DELETIONS, TO EITHER THE INSTRUCTIONS TO BIDDERS, OR THE PROPOSAL FORM SHALL CONSTITUTE THE BID(S) AS UNACCEPTABLE.   |  |
| 1.12 | It is understood, that in addition to the items outlined in this bid package, The Woodlands Township's facilities, offices, terminals, parks, pools, and sports fields are continually growing, and the successful Contractor must be capable of handling contract additions throughout the term of the contract to the same standards, frequencies and expectations outlined herein.   |  |
| 1.13 | Contractor shall be capable of receiving communication by email, or via phone call/message/app.   |  |
| 1.14 | Contractor shall provide all equipment, labor, trucks, and material necessary to perform the required service. No equipment, material or personnel shall be provided by The Township to the Contractor unless agreed upon in advance in writing by the Township.  |  |
| 1.15 | Contractor shall remove all rubbish, waste and discarded material on a daily basis that is a result of their services provided to the Township. If the Contractor fails to comply with this obligation, and the Township is required to remedy, the Contractor agrees to reimburse the Township for all expenses incurred for the remedy.   |  |
| 1.16 | Each employee will be identified by a company uniform (shirt, pants, or cap) and vehicles will be clean, and all marked with company name.  |  |
| 1.17 | Contractor shall behave and operate in an environmentally sound and professional way, so as to not create damage or cause exposure by virtue of negligence or omission.   |  |
| 1.18 | The Contractor's equipment must be well maintained and in good condition.   |  |
| 1.19 | Transportation of staff and equipment shall be done only in vehicles marked with Contractor's company logo unless agreed in writing by Township staff.  |  |
| 1.20 | Work shall be conducted between 7:00 a.m. and 6:00 p.m., Monday through Sunday. The Woodlands Township may direct specific times for certain work to be performed so as to not interfere with lake/pond, park and/or community activities.  |  |
| 1.21 | Safety of residents and visitors is of the utmost importance. It will be the Contractor's responsibility to secure areas in and around where the work is taking place.  |  |
| 1.22 | Service can only be requested by authorized personnel who include Township staff having a title of Foreman, Supervisor, Superintendent/Manager, Asst. Director, Director, Chief Operating Officer, or President/Chief Executive Officer.  |  |
| 1.23 | The Contractor shall understand that one of the main emphases of this community is the preservation of the natural existing environment which includes the trees, bushes, wildflowers, and wildlife, and enhanced by additional landscaping and the development of the lakes and open space. No trees, shrubs or vegetation should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped in the woods. No vehicles, etc. can be parked except in handicapped spaces or park reserves. |  |
| 1.24 | Work Orders (WO) and service requests may be sent to the Contractor multiple times a week via email, these emails or WOs should be acknowledged upon receipt. Work shall be addressed at the latest during the next regularly scheduled service visit.  |  |

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| 1.25          | Additions and modifications to the Contract, i.e., new parks, amenities are based on unit prices as agreed upon in the bid (refer to Supplemental Unit Price Form), The Township will request a proposal for additional services and will add it to the contract, at their discretion. Missed services will be deducted from the monthly invoice based on the pricing reflected in the service matrix/bid tab   |                          |
| 1.26          | Any measurements contained herein should only be used as an estimate. The Contractor is responsible for accurate measurement of all items. All potential bidders should examine areas included in this bid to ensure accurate measurements and price quotes.  |                          |
| 1.27          | Contractor is responsible for obtaining such supplies, materials and parts 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 Contractor. Installed materials that fail before warranty shall be replaced by the Contractor with new material at no cost to the Township other than labor to reinstall.   |                          |
| 1.28          | Service locations are public and extremely sensitive to disruption. The Contractor must ensure the general public and user's safety when performing services in and around all locations.   |                          |
| 1.29          | Contractor shall not employ any sub-contractor to fulfill any of the Contractor'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.  |                          |
| 1.30          | All maintenance operations shall be performed by the approved Contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid.  |                          |
| 1.31          | Contractor is responsible for responding to emergencies as deemed by The Township i.e., hurricanes, tornadoes, flooding. The Contractor shall provide an emergency response number(s), office, and mobile number. Contractor must respond to the emergency in an appropriate amount of time as agreed upon as deemed by the Township and the Contractor.  |                          |
| 1.32          | Contractor must include a detailed <b>EQUIPMENT LIST</b> necessary to complete the work outlined in these specifications and submit it with the bid and annual schedule.  |                          |
| 1.33          | Contractor is responsible for damage to persons and property caused during the performance of contracted work.  |                          |
| 1.34          | Contractor will be held responsible for any damage to trees, plants, shrubs, fences, walls, bricks, pavers, glass, etc. that is caused by the Contractor's errors or their failure to comply with the requirements of these specifications and will be assessed a fee. Values will be based on The Township's assessment and/or appraisal in accordance with Council of Tree and Landscape Appraisers or other mutually agreeable source.   |                          |
| 1.35          | If through inspection and verification, in The Woodlands Township opinion, work as defined by the specifications has been carried out to an insufficient standard, the work shall be carried out again by the Contractor without creating a backlog to other maintenance schedules and at the expense of the Contractor.  |                          |
| 1.36          | **In the event the Contractor fails to accomplish any task under this scope of work, The Woodlands Township will provide reasonable notice to take corrective action. If the Contractor does not perform the service, The Woodlands Township may, at its option, cause the non-performed tasks to be accomplished through another source and deduct the cost of such from the amount normally due to the Contractor for that monthly period based on the Supplemental Unit Prices |                          |
| <b>ITEM 2</b> | <b>LAWS, REGULATIONS, AND INSURANCE</b>   | <b>BIDDER'S INITIALS</b> |
| 2.1           | Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ   |                          |

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| 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 <a href="https://www.ethics.state.tx.us/filinginfo/1295/">https://www.ethics.state.tx.us/filinginfo/1295/</a>   |                          |
| 2.3           | At Contractor's own cost and expense, Contractor 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           | The Contractor shall furnish to The Township copies of said licenses (State Texas Licensed Irrigator and Pesticide Applicator), permits prior to the commencement of any work hereunder.   |                          |
| 2.5           | Traffic control, where and when needed, must meet the requirements of all state and local laws and regulations shall be included as part of the unit cost.   |                          |
| 2.6           | All work; repairs, preventative maintenance, and installations shall be made in compliance with the appropriate Certifications, Laws, and Codes as adopted by the State of Texas.  |                          |
| 2.7           | Contractor shall provide The Woodlands Township with acceptable proof of insurance and endorsement forms which meet the requirements as identified herein. Proof of Insurance must be provided before any Work is to begin.  |                          |
| <b>ITEM 3</b> | <b>INSTRUCTIONS</b>  | <b>BIDDER'S INITIALS</b> |
| 3.1           | A <b>Mandatory Pre-Bid Meeting</b> will take place at The Woodlands Township, 2801 Technology Forest Blvd, The Woodlands, Texas 77381, <b>Wednesday, March 11, 2026, at 11:00 am CST.</b>  |                          |
| 3.2           | Contractors should visit the locations in their own time in order to best determine scope and expectations: The Woodlands Township strongly encourages all bidders to familiarize themselves with facilities and locations.  |                          |
| 3.3           | <b>INTERPRETATIONS AND ADDENDA-</b> All questions about the meaning or intent of the Bidding Documents and the Contract Documents shall be submitted in writing to Trohn Trabona, Town Center Superintendent at <a href="mailto:ttrabona@thewoodlandstowship-tx.gov">ttrabona@thewoodlandstowship-tx.gov</a> . 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 <b>Wednesday, March 18, 2026, at 5:00 p.m. CST.</b> Only answers issued by Addenda will be binding. All addendums will be posted on The Woodlands Township website <a href="http://www.thewoodlandstowship-tx.gov/bids">http://www.thewoodlandstowship-tx.gov/bids</a> |                          |
| 3.4           | <b>Sealed bids</b> , addressed to The Woodlands Township, 2801 Technology Forest Blvd, The Woodlands, Texas 77381, Attention: Trohn Trabona, Town Center Superintendent, must be received at the above address no later than <b>Wednesday, March 25, 2026 at 1:00 p.m. CST</b> for furnishing all labor, materials, supplies, equipment, licensing, supervision and performing all work necessary to provide The Woodlands Township based on the bid documents in The Woodlands Township, Montgomery and Harris Counties, Texas. Bids shall be submitted in sealed envelopes using the Proposal forms furnished with this bid package.   |                          |
| 3.5           | Each sealed envelope containing the bid(s) must be clearly marked on the outside:<br><b>BID for:</b><br><b>2026-2029 Town Center Christmas Tree and Doves</b><br><b>Contract Number: C-2026-0294</b><br>Envelopes should bear the company name of the bidder and company address on the outside.   |                          |
| 3.6           | All companies bidding on this project must include the information outlined in the <b>ITEMS TO BE INCLUDED IN BID SUBMITTAL</b> such as bid checklist, bid bond, statement of qualifications, list of sub-contractors, list of equipment, references, list of proposed equipment, licenses, insurance requirements, and other items requested in this bid document.  |                          |

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| 3.7           | All Bids must be made on the required BID TABULATION FORM. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted.   |                          |
| 3.8           | Bidder is required to submit three (3) references of previous projects of similar or like nature size/value.   |                          |
| 3.9           | <b>Bid Bond</b> - All bids shall be accompanied by a Bid Bond in the amount of <u>2% of total project bid</u> , from a Surety Company licensed in the State of Texas, as a guarantee that the bidder will enter into a contract.   |                          |
| <b>ITEM 4</b> | <b>INVOICING AND PAYMENT</b>   | <b>BIDDER'S INITIALS</b> |
| 4.1           | Unit prices shall remain in effect for the length of this agreement (November 1, 2026 – October 31, 2029)  |                          |
| 4.2           | Evaluation of bids takes into account the following considerations: price, references, familiarization with The Woodlands, etc.  |                          |
| 4.3           | THIS IS A TAX-EXEMPT CONTRACT. A TAX EXEMPTION CERTIFICATE WILL BE SUPPLIED TO THE CONTRACTOR WHO MAY THEN ISSUE A RESALE CERTIFICATE TO SUPPLIERS AND SUB-CONTRACTORS.  |                          |
| 4.4           | The unit price shall be inclusive of all charges (staff time, application equipment, disposal, truck charges, environmental charges, traffic control, etc.).   |                          |
| 4.5           | <b>Additional Services</b> – The Contractor shall submit to the Township invoices upon completion of any Work Order sent by The Woodlands Township staff no later than thirty (30) days after completion of the work.  |                          |
| 4.6           | The Woodlands Township will provide payment of 50% of the total annual base contract cost upon approved inspection of the installation of the tree and doves in November each year. The remaining 50% annual base contract costs will be paid to the Contractor upon approved and successful removal of the tree and doves, and appropriate area cleanup, in January. Payments shall include all applicable storage fees.  |                          |
| 4.7           | The Township will remit payment for each invoice to Contractor within 30 days of receipt of an approved Invoice, unless the Township disputes any portion of the Invoice, and the Contractor is not in default under the provisions of this contract.  |                          |
| <b>ITEM 5</b> | <b>DESCRIPTION OF REQUIREMENTS</b>   | <b>BIDDER'S INITIALS</b> |
|               | <b>SCOPE OF WORK, STANDARDS, AND SPECIFICATIONS</b>  |                          |
| 5.1           | <p><b>PICKUP AND STORAGE:</b></p> <p>The Contractor will be responsible for initial pickup on or about October 31, 2026, and then storage of the items through October 31, 2029. These efforts are to be coordinated through the current Contractor's representatives as necessary.</p> <ul style="list-style-type: none"> <li>Township staff will facilitate only by providing contact information and making introductions. The storage only pertains to the holiday doves (8) and does not include the Waterway Square Christmas Tree which is stored by The Township.</li> </ul> <p>The cost of this service shall be included in the unit price</p> |                          |
| 5.2           | <p><b>OWNERSHIP AND REPLACEMENTS:</b></p> <ul style="list-style-type: none"> <li>The Woodlands Township owns all parts of the Christmas Tree and Holiday Doves. The Township will be responsible for purchasing all Derka-Lite associated materials for the Christmas tree.</li> <li>All Christmas Tree replacement components will be OEM parts and purchased by The Township to be turned over to the Contractor to maintain. i.e. branches, NDB controllers, etc.</li> </ul>  |                          |

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|     | <ul style="list-style-type: none"> <li>The Township does not own the tree fencing, barrels/straps or other ties, or the high-tension wire used to hang the doves. The Contractor is not responsible for replacing any parts of the tree/doves at their own cost EXCEPT the LED light strands on the dove's and tree topper star as needed.</li> </ul> <p>The Contractor will be responsible for providing fencing, ballast materials, extension cords, connections, tape, high-tension wire, etc.</p>  |  |
| 5.3 | <p><b>PRE-DECORATION MEETING:</b></p> <p>Contractor must conduct a pre-decoration meeting with The Township Parks and Recreation Department at least one (1) week prior to installation on site at both Lake Robbins Bridge and Waterway Square to discuss procedure, plans, and concerns.</p> <p>The cost of this service shall be included in the unit price</p>   |  |
| 5.4 | <p><b>SENSITIVE LOCATIONS:</b></p> <p>Service locations are public and extremely sensitive to disruption, in particular Waterway Square, and safety is of the utmost importance. The Contractor must take all reasonable steps to ensure the safety of their employees and sub-contractors, Township employees, other Township Contractors, direct users, and the general public when performing services in and around all locations. This includes but is not limited to:</p> <ul style="list-style-type: none"> <li>Close and secure any work area fencing when work is complete for the day.</li> <li>Posting maintenance signage in public view when appropriate use of locks, labels, and OSHA lockout/tagout procedures when certain circuits are down and/or in need of service.</li> </ul>  |  |
| 5.5 | <p><b>ELECTRICAL SERVICE:</b></p> <p>The Township will provide or cause to provide electrical service for the installation prior to or concurrent with installation of both the tree and doves.</p>  |  |
| 5.6 | <p><b>WATERWAY SQUARE PARK ELEVATOR</b></p> <p>Use of the Waterway Square Park elevator for transportation of any tree or ballast materials is strictly prohibited.</p>  |  |
| 5.7 | <p><b>TIMING - INSTALLATION:</b></p> <p>Contractor shall have installation of the tree and doves completed no later than one (1) week before Thanksgiving each year (i.e., completion by November 19, 2026; November 18, 2027; November 16, 2028).</p> <p>Waterway Square Christmas Tree pick up – The Contractor shall contact the Town Center Superintendent to request access to The Township's storage facility for pick up. This request shall be made at least three (3) business days prior to the requested date of access.</p>  |  |
| 5.8 | <p><b>WATERWAY SQUARE CHRISTMAS TREE – OVERVIEW:</b></p> <p>The Contractor will safely install/maintain/remove/transport the following:</p> <ul style="list-style-type: none"> <li>36-foot Dekra-Lite RGB Plus Sequoia manufactured tree and 4-foot star topper in Waterway Square at location chosen by Township staff. <ul style="list-style-type: none"> <li>Combined height is 40 feet.</li> </ul> </li> <li>Location shall be the 'center grass square' on the lower level of Waterway Square Park unless indicated in writing by Township staff prior to installation day.</li> <li>Tree must be installed per manufacture's guidelines as specified below in ITEM 5.8 &amp; Exhibit "L".</li> <li>Contractor will ensure the tree is 'fluffed' to ensure there are no gaps in the coverage of the branches and the NDB boxes are not visible through the branches.</li> </ul> |  |

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|      | <ul style="list-style-type: none"> <li>• The Contractor shall work with Dekra-Lite support staff directly to troubleshoot issues with tree lighting and/or programming. Dekra-Lite staff are available via phone and email and have the ability to remotely access the tree.</li> <li>• The Contractor must supply all 12-gauge electrical wiring (or better) and GFCI-controlled extension cords necessary to light the tree. Cords should be fully coated to reduce tripping of GFCI outlets in wet conditions.</li> <li>• The Contractor will not be held responsible for the condition of the turf square following the removal of the Christmas tree. However, all care should be taken to protect the turf and irrigation during set up and removal.</li> </ul> <p>The cost of this service shall be included in the unit price.</p>  |  |
| 5.9  | <p><b>WATERWAY SQUARE CHRISTMAS TREE – DETAILS:</b></p> <p>The Christmas Tree Consists of:</p> <ul style="list-style-type: none"> <li>• A 4-foot star topper, a pre-lit tree top (4 sections of lights) and a series of 14 concentric steel rings that stack together and are connected to each other to form the base and frame of the tree. The tree is then covered by attaching 286 individual pre-lit tree branch sections, and other decorations to complete the desired appearance. <ul style="list-style-type: none"> <li>○ There is a total of 300 light sections, 4 in the tree top &amp; 286 on individual branches.</li> <li>○ The tree topper is direct power and is plugged into an outlet with a standalone timer.</li> </ul> </li> <li>• The computer components are stored in weather resistant boxes and include ten (10) Network Distribution Boxes (NDBs), a show controller with a network switch, LTE modem, and Raspberry Pi (mother board). <ul style="list-style-type: none"> <li>○ Tree branches are connected to their respective NDB via spacer cables and ‘smart T’ connectors. Each branch has an assigned location on the tree and a dedicated IP address pre-programmed.</li> </ul> </li> <li>• Errors resulting from incorrect location will result in a ‘blue lit’ branch.</li> <li>• The Tree includes three (3) speakers that are placed internally and connect to the show controller.</li> <li>• The Christmas tree must be anchored down with 6,600 lbs. of ballast, either sandbags or water barrels. The Contractor shall own and provide all ballast materials. <ul style="list-style-type: none"> <li>○ The Contractor is responsible for the procurement, transport, storage, installation, and removal of all ballast and ballast materials.</li> <li>○ Township staff will facilitate access to The Woodlands Waterway as needed but will not assist with installation, transportation, procurement, or removal of any ballast materials. The Township will not make equipment available for the transportation of ballast materials.</li> </ul> </li> <li>• The Christmas tree must sit on a plywood surface (minimum ¾” plywood) to ensure stability. The Contractor shall own and provide all plywood surface materials. <ul style="list-style-type: none"> <li>○ This plywood will be painted a green color similar to that of the tree branches.</li> <li>○ The Contractor is responsible for the purchase, transport, storage, and installation and removal of these materials.</li> </ul> </li> </ul> <p>The cost of this service shall be included in the unit price.</p> |  |
| 5.10 | <p><b>WATERWAY SQUARE CHRISTMAS TREE – MAINTENANCE:</b></p> <p>The Contractor shall check all electrical GFCI outlets, re-set if needed, and check all branches (lights) to ensure proper performance as outlined in the manufacturer’s specifications on a thrice (3) per week basis (Monday, Wednesday, and Friday, unless otherwise agreed in writing).</p> <ul style="list-style-type: none"> <li>• If lights are out these shall be reported to The Township.</li> </ul>   |  |

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|      | <ul style="list-style-type: none"> <li>• All connections between light strands, extension cords, switch boxes, etc., shall be taped or otherwise sealed/covered to avoid water/moisture-related tripping as much as possible.</li> <li>• All Christmas Tree replacement components will be OEM parts and purchased by The Township to be turned over to the Contractor to maintain. i.e. branches, NDB controllers, wiring, etc.</li> </ul> <p>The cost of this service shall be included in the unit price.</p>  |  |
| 5.11 | <p><b>CHRISTMAS TREE FENCE – OVERVIEW:</b></p> <p>The Contractor will safely install/maintain/remove/store/transport the following:</p> <ul style="list-style-type: none"> <li>• Perimeter fence that is freestanding wood, vinyl, or recycled product picket fencing with upper and lower horizontal picket rails; must be able to stand on any surface, without penetration of that surface, i.e., no stakes or dug-in posts, at Waterway Square:</li> <li>• The Contractor shall own and provide all fence materials.</li> <li>• <i>Color</i> - plain white, can be gloss or satin. <ul style="list-style-type: none"> <li>○ ALL: Pickets, posts, rails, bases.</li> </ul> </li> <li>• <i>Pickets</i> - standard 1"X 4" X 34" with "dog eared top".</li> <li>• <i>Picket rails</i> - 2" x 2" horizontal to allow for proper picket attachment.</li> <li>• <i>Total fence height</i> - to be no more than 38" and no less than 36" (2 "variance for sub plates for post bases) height to be from ground surface to top of pickets.</li> <li>• <i>Perimeter</i> - Fencing to be erected completely around tree in a square, no less than 5 feet from the base of tree and to be free standing and sturdy (estimated size of box is 26' x 26').</li> <li>• Fence must be 'squared' with the tree centered.</li> <li>• A circular fence with tree centered, as shown in a picture below, is also acceptable if the same minimal distance from the tree base is maintained (5-ft).</li> <li>• A gate is required for access. The Contractor shall include a gate of at least 24-inches in width, made of the same materials as above, at least two (2) metal hinges, and with a latch (drop-latch style) that will be locked using a lock provided by the Township after assembly. <ul style="list-style-type: none"> <li>○ The gate is to be located on the Southwest corner of the fence near the power supply for the tree. Gate may open to the inside or outside, as needed.</li> </ul> </li> </ul> <p>The cost of this service shall be included in the unit price.</p> |  |
| 5.12 | <p><b>CHRISTMAS TREE FENCE – MAINTENANCE:</b></p> <p>The Contractor shall check all fencing components including the fence position, gate, latch, lock, paint, etc. at the time of their regular thrice per week inspections of the Waterway Square Christmas Tree.</p> <ul style="list-style-type: none"> <li>• If deficiencies are identified, repairs should be made within 24 hours of discovery.</li> <li>• Annual maintenance of the tree perimeter fence is required prior to installation including inspecting the condition of pickets, gate, and bases, painting, replacing pickets, gate hardware, etc.</li> </ul> <p>The cost of this service shall be included in the unit price.</p>  |  |
| 5.13 | <p><b>LAKE ROBBINS BRIDGE DOVES – OVERVIEW:</b></p> <p>The Contractor will safely install/maintain/remove/store/transport the following:</p> <ul style="list-style-type: none"> <li>• Safely install and remove each of eight (8) doves on Lake Robbins Bridge <ul style="list-style-type: none"> <li>○ Each dove is to be hung 'facing east' with dove's head towards IH-45</li> <li>○ Each dove is 5-ft x 14-ft and includes a metal frame and is lit as specified below in ITEM 5.13.</li> </ul> </li> </ul>   |  |

|      |   |  |
|------|---|--|
|      | <ul style="list-style-type: none"> <li>• Each Dove shall be hung 60 feet from the base, or street level, of the bridge and 100 feet from the water level in Lake Robbins</li> <li>• High tension cables shall be used to hang each dove using an 80-foot boom truck and generator. The Contractor may re-use existing high-tension cables from year to year but do so at their own discretion and sole liability.</li> <li>• Annual maintenance of each dove is required, including replacing bulbs and strands, and red and green 'Ribbons of Peace' as needed prior to installation.</li> </ul> <p>The cost of this service shall be included in the unit price.</p>  |  |
| 5.14 | <p><b>LAKE ROBBINS BRIDGE DOVES – MAINTENANCE:</b></p> <p>The Contractor shall check all street-level electrical connections, re-set if needed, and visually check all light strands to ensure proper performance as outlined in the manufacturer’s specifications on a thrice (3) weekly basis (Monday, Wednesday, and Friday unless otherwise agreed in writing).</p> <ul style="list-style-type: none"> <li>• The Contractor is <i>not</i> expected to reach each dove by boom lift at this same frequency. If bulbs are out, or strands are non-functioning, a report shall be made to the Township during the following week as outlined below.</li> <li>• Once the number of failed lights (as judged by The Township) reaches a critical point where the appearance of any single dove is compromised or changed, these lights or strands shall be replaced.</li> </ul> <p>The cost of this service shall be included in the unit price.</p>   |  |
| 5.15 | <p><b>LAKE ROBBINS BRIDGE DOVES – LIGHTING SPECIFICATIONS:</b></p> <p>Lights on doves shall be:</p> <ul style="list-style-type: none"> <li>• Warm white LED mini lights (approximately 35 sets per dove, or 280 sets total). 70 bulbs per set, ~23.5 feet long, 5mm, convex lens, wide-angle, bulb spacing is a 6-inch lead and 6-inch tail with 4-inch spacing between bulbs. <ul style="list-style-type: none"> <li>○ Color specification: CCT – 2750 Kelvin +/- 100 Kelvin and colors must match current lights exactly. 120 volt/60 Hertz/.04 amps/ 4.8 watts.</li> </ul> </li> <li>• Warm White LED-rope light (approximately 80 feet per dove, or 640 feet total). Bulbs must be LED, 13mm, flexible, sealed &amp; water/moisture proof, 120 volts/1 amp/.96 watts. <ul style="list-style-type: none"> <li>○ Color specification: CCT – 2750 Kelvin +/- 100 Kelvin and colors must match current lights exactly. UL approved; Outdoor.</li> </ul> </li> <li>• Red LED rope light (approximately 10 feet per dove, or 80 feet total). Bulbs must be LED, 13mm, flexible sheathing to match bulb color, sealed &amp; water/moisture proof, 120 volts/1 amp/.96 watts. Colors must match current lights exactly. UL approved; Outdoor.</li> <li>• Green LED-rope light (approximately 10 feet per dove, or 80 feet total). Bulbs must be LED, 13mm, flexible sheathing to match bulb color, sealed &amp; water/moisture proof, 120 volts/1 amp/.96 watts. Colors must match current lights exactly. UL approved; Outdoor.</li> </ul> <p>The cost of replacement service shall be included in the unit price.</p> |  |
| 5.16 | <p><b>TOWNSHIP REPORTING:</b></p> <p>If the Township identifies non-working light strands, fixtures, or other defects, staff shall report to the Contractor as soon as possible and the Contractor shall make necessary arrangements or repairs the next available business day.</p>  |  |

|      |   |  |
|------|---|--|
| 5.17 | <p><b>CONTRACTOR REPORTING:</b></p> <p>A weekly report of activity shall be provided to the Township in writing, (can be emailed) which shall include:</p> <ul style="list-style-type: none"> <li>• Date/ time of activity (i.e., 3x weekly visit start and end times)</li> <li>• Actions taken (i.e., tree = lights replaced, GFCI's reset, broken decorations removed) (i.e., doves = noted X light strands out on Z dove)</li> <li>• Any items not resolved (i.e., need to return with replacement ornaments, continue to monitor dove lights on Z dove for further problems) with pictures as necessary.</li> </ul> <p>The cost of this service shall be included in the unit price</p> |  |
| 5.18 | <p><b>CONTRACTOR REPORTING:</b></p> <p>If the Contractor identifies a non-working outlet or power supply, they shall report this outlet to The Woodlands Township on the next business day or at maximum during the weekly report, so that the Township may cause the defect to be repaired in a timely fashion so as not to interfere with the Contractor's regular maintenance.</p> <p>The cost of this service shall be included in the unit price</p>   |  |
| 5.19 | <p><b>TIMING - REMOVAL:</b></p> <p>The Contractor shall have all items removed by first Tuesday in January of each contract year (i.e., removed by January 5, 2027; January 4, 2028; January 2, 2029).</p> <p>Waterway Square Christmas Tree delivery – The Contractor shall contact the Town Center Superintendent to request access to The Township's storage facility for delivery. This request shall be made at least three (3) business days prior to the requested date of access.</p>   |  |
| 5.20 | <p><b>TAKEDOWN / REMOVAL:</b></p> <p>The Contractor shall store the tree branches in containers to protect the branches while in storage. Each branch will be stored in its designated container to ensure it is easily identifiable during the installation process.</p> <ul style="list-style-type: none"> <li>• The Contractor will take care not to bend branches or otherwise cause damage in any manner during the re-packing process.</li> <li>• Containers are labeled in a manner to quickly identify which tree section is included inside.</li> <li>• All containers are Township property.</li> </ul> <p>The cost of this service shall be included in the unit price</p>       |  |
| 5.21 | <p><b>TAKEDOWN / REMOVAL:</b></p> <p>Successful removal of the tree &amp; fence/doves includes:</p> <ul style="list-style-type: none"> <li>• Removal of all materials and equipment</li> <li>• Clean-up of any dropped and/or broken decorations, screws, bulbs, etc.</li> <li>• Sweep or rinse off the concrete area surrounding the tree installation to eliminate muddy boot prints, drag marks, etc. caused by this removal.</li> </ul> <p>The cost of this service shall be included in the unit price</p>   |  |

|               |   |                          |
|---------------|---|--------------------------|
| 5.22          | <p><b>PRIOR TO STORAGE:</b></p> <p>Condition of the tree frame, pre-lit branches, and ornaments on the one (1) 36-foot Christmas Tree, 4-foot tree topper, and the frames and lights on the eight (8) Doves will be inspected for deficiencies by the Contractor annually and reported on in writing within a month of removal (by the first Tuesday of February). If possible, Township staff will be on hand during removal to help document and inspect all items at that time. However, this does not eliminate the need for a written status report as outlined here.'</p> <p>The cost of this service shall be included in the unit price</p> |                          |
| 5.23          | <p><b>ADDITIONAL SERVICES:</b></p> <p>The Contractor shall provide pricing for additional services which will be in addition to the base bid and are not guaranteed.</p> <p>Examples: Partial (lights only, weld repairs, etc.) or complete refurbishment of The Lake Robbins Bridge Doves.</p>   |                          |
| 5.24          | <p><b>MATERIALS AND MARK-UP:</b></p> <p>The Contractor is responsible for obtaining such supplies, materials, and parts 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 Contractor, which shall call upon mark-up values and limits from the <b>BID TABULATION FORM</b>. Installed materials that fail before warranty shall be replaced by the Contractor with new material at no cost to the Township (including Contractor's coverage of labor to re-install).</p>   |                          |
| <b>ITEM 6</b> | <b>DESCRIPTION OF REQUIREMENTS</b>  | <b>BIDDER'S INITIALS</b> |
|               | <b>WARRANTY</b>   |                          |
| 6.1           | <p>Unless indicated in writing on a work quote or proposal prior to approval, Contractor warrants that, for one (1) year from The Township's acceptance, the <b>work product</b> will be free from defects in material and workmanship and that all services and material furnished shall be in accordance with the requirements of this Agreement.</p>   |                          |
| 6.2           | <p>Unless indicated in writing on a work quote or proposal prior to approval, Contractor warrants that all <b>materials</b> (including repair and replacement parts) will function properly for a period of one (1) year from The Township's acceptance (or the manufacturer's warranty).</p>   |                          |
| 6.3           | <p>Unless indicated in writing prior to approval of the proposal for repair, all materials used will be new and of original manufacture.</p>  |                          |

**Bid Tabulation Form**

Please provide unit prices for the following --

**Base Contract Value:**

| Item                                    | Unit  | Units | Unit Cost | Total Cost Per Year<br>(Unit x Unit Cost) |
|---|---|-------|-----------|---|
| Christmas Tree                          | Install, Maintenance,<br>Removal, and<br>Transportation | 1     | \$        | \$  |
| Holiday Doves                           | Install, Maintenance,<br>Removal, and Storage           | 8     | \$        | \$  |
| Annual cost, all services               |   |       |           |   |
| Annual Performance Bond                 |   |       |           |   |
| Total Bid: 3-yr contract cost with bond |   |       |           |   |

**Additional Services:**

| <b>Additional Repairs or Replacements – Refurbishment:</b> |  |               |             |
|--|--|---------------|-------------|
| Item   | Definition   |               |             |
| Doves – Complete Refurbishment                             | Complete removal of all lights and paint. Repair any damaged welds, new paint and lights applied per lighting specs.<br><i>Includes cost of materials.</i> | Per Dove      | \$          |
| Doves – Light Refurbishment                                | Complete removal of all lights and installation of new lights per lighting specs.<br><i>Includes cost of materials.</i>                                    | Per Dove      | \$          |
| <b>Additional Repairs or Replacements - Materials:</b>     |  |               |             |
| Item   | Definition   |               |             |
| Supplies, Materials, Parts                                 | Original cost for items is <b>less</b> than \$250 total  | Cost + %      | _____ %     |
| Supplies, Materials, Parts                                 | Original cost for items is <b>greater</b> than \$250 total   | Cost + %      | _____ %     |
| <b>Additional Repairs or Replacements – Labor:</b>         |  |               |             |
| Item   | Definition   |               |             |
| Labor  | Minimum # <b>hours</b> for additional service call   | Total Hours = | _____ hours |
| Labor  | Minimum <b>cost</b> for additional service call  | Total Cost =  | \$          |
| Labor  | Cost per Additional Hour, beyond initial rate  | Hourly Cost = | \$          |

**Exhibit A – Bid Certification**

I, \_\_\_\_\_, certify that this bid, including the listed unit price in the bid tabulation, is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid 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 **2026-2029 Town Center Christmas Tree and Doves Installation**

**Contract Numbers: C-2026-0294**

and abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Name (please print)

\_\_\_\_\_

Title

\_\_\_\_\_

Company Name

\_\_\_\_\_

Address

\_\_\_\_\_

Phone Number

\_\_\_\_\_

E-mail address

\_\_\_\_\_

Cell Phone Number

**Exhibit B – Addendum Acknowledgement**

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

Addenda #1 \_\_\_\_\_ Date Received \_\_\_\_\_/\_\_\_\_\_/2026.  
MM DD

Addenda #2 \_\_\_\_\_ Date Received \_\_\_\_\_/\_\_\_\_\_/2026.  
MM DD

Addenda #3 \_\_\_\_\_ Date Received \_\_\_\_\_/\_\_\_\_\_/2026.  
MM DD

**Exhibit C – Conflict of Interest Questionnaire**

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br>For vendor doing business with local governmental entity  |                        | <b>FORM CIQ</b> |
|--|------------------------|-----------------|
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>   | <b>OFFICE USE ONLY</b> |                 |
| <p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>   | Date Received          |                 |
| <p><b>2</b> <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.)</p>  |                        |                 |
| <p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>  |                        |                 |
| <p><b>4</b> 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.</p> <p style="margin-left: 40px;">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> <p align="center" style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p style="margin-left: 40px;">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> <p align="center" style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> |                        |                 |
| <p><b>5</b> 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.</p>   |                        |                 |
| <p><b>6</b> <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).</p>  |                        |                 |
| <p><b>7</b></p> <p align="center">                     _____<br/>                     Signature of vendor doing business with the governmental entity                 </p> <p align="right">                     _____<br/>                     Date                 </p>  |                        |                 |

## 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 D – References

Please provide information from three (3) references of similar work scope, representing experience within the past five (5) years:

1. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

2. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

3. Agency/Company:

Contact Name:

Contact Phone:

Products delivered:

**Exhibit E – 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 decoration installation and maintenance 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?

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

- 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 bidding 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 Bidder's Qualifications.

DATED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

(SEAL)

\_\_\_\_\_

(Name of Bidder)

By \_\_\_\_\_

(Signature)

Title \_\_\_\_\_

**Exhibit F – Sub-contractors**

**LIST OF SUB-CONTRACTORS (Required with Bid Submittal)**

Please list all sub-contractors to be used and work that they will perform as part of this bid. Bidder certifies that all Sub-contractors listed are eligible and legally able to perform the Work.

Sub-contractor's Name

Sub-contractor's Type of Work

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***If no Sub-contractors are to be used, please make this page with the word NO SUB-CONTRACTORS WILL BE USED***

The Contractor whose Bid is accepted shall not substitute for a sub-contractor who is named herein, without written approval from The Woodlands Township.

## Exhibit G – Insurance Requirements

Contractor 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 Contractor and all sub-contractors 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 \$1,000,000 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 \$1,000,000 per occurrence. Such coverage shall include owned, hired and non-owned vehicles of Contractor or Contractor's employees, agents, representatives or sub-contractors.
- d. Contractor shall require all of its sub-contractors to provide the foregoing coverages, as well as any other coverage that Contractor considers necessary. Contractor will require that all sub-contractors 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 Contractor to assure compliance with this provision. The Woodlands Township accepts no responsibility arising from the conduct, or lack of conduct, of the Sub-contractor.
- e. All insurance policies required by this Section 7 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, Contractor 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). The Contractor 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 sub-contractors must meet minimum OSHA safety requirements as applicable to their operations.

Contractor 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 – Bid Submission Checklist**

*Only items marked with YES are applicable to this bid.*

*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 bid submittal.*

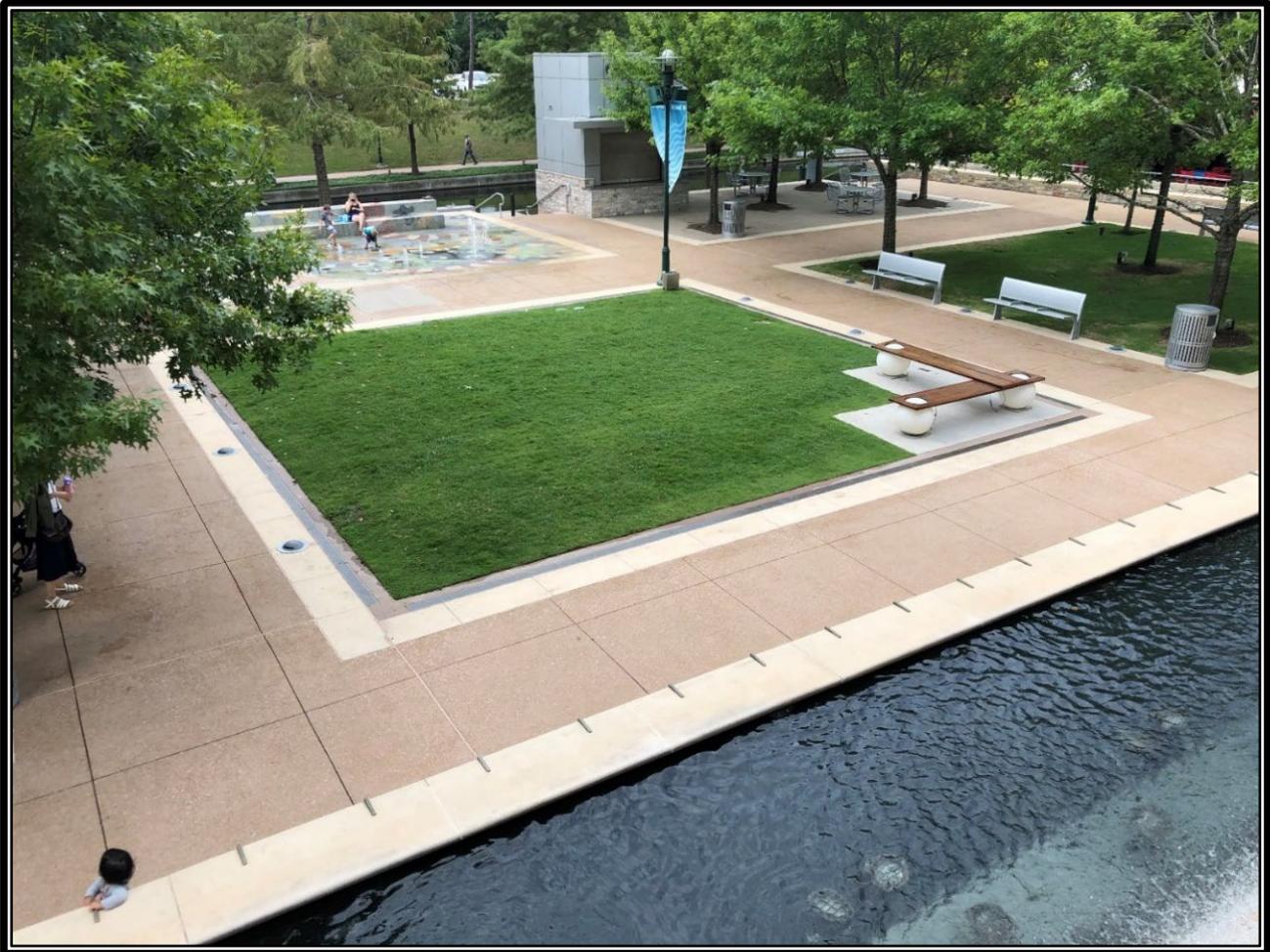
|  |  |   |          |   |   |
|--|--|---|----------|---|---|
| <b>Vendor Name:</b>  |  |   |          |   |   |
| <b>Individual submitting:</b>  |  |   |          |   |   |
| <b>Contract Number</b>   |  |   |          |   |   |
| Required   | Item   | Bidder has included in Submitted Packet (Initial) | Required | Item  | Bidder has included in Submitted Packet (Initial) |
| YES  | General Specifications and Acknowledgement   |   | YES      | References  |   |
| YES  | Bid Tabulation Form  |   | YES      | <b>Notarized</b> Statement of Bidders Qualifications  |   |
| YES  | Bid Certification  |   | YES      | Bid Bond-2% of value of bid   |   |
| YES  | Addendum Acknowledgment  |   | YES      | Sub-Contractor List   |   |
|  |  |   | YES      | <b>Signed</b> Conflict of Interest Questionnaire (CIQ)  |   |
|  |  |   |          |   |   |
|  |  |   |          |   |   |
| <b>After awarded the following documents must be provided-<br/>Initial if you are prepared to provide these after awarded, as required</b> |  |   |          |   |   |
| Required   |  | Acknowledged                                      | Required |   | Acknowledged                                      |
| YES  | <b>Form 1295 – “Certificate of Interested Parties”</b>   |   | NO       | <b>Payment Bond</b><br>This applies to bids that exceed \$25,000  |   |
| NO   | <b>Performance Bond Requirements.</b><br>This applies to bids that exceed \$25,000   |   | YES      | <b>Worker’s Compensation</b><br>Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable |   |
| YES  | <b>General Liability and Auto</b><br>Check if you are prepared to provide this after award, inclusive of endorsement forms, as required, if applicable |   |          |   |   |

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

|                              |                              |
|------------------------------|------------------------------|
| Township Staff Initial _____ | Township Staff Initial _____ |
| Date & Time _____            | Date & Time _____            |

**Exhibit I – Example Photos**

**Waterway Square – Set Up Area (Typical)**



Waterway Square Christmas Tree Set Up Example 1



Waterway Square Christmas Tree Set Up Example 2



Waterway Square Christmas Tree Ballast Example



Waterway Square Christmas Tree Daytime Example



## Waterway Square Christmas Tree Nighttime Example

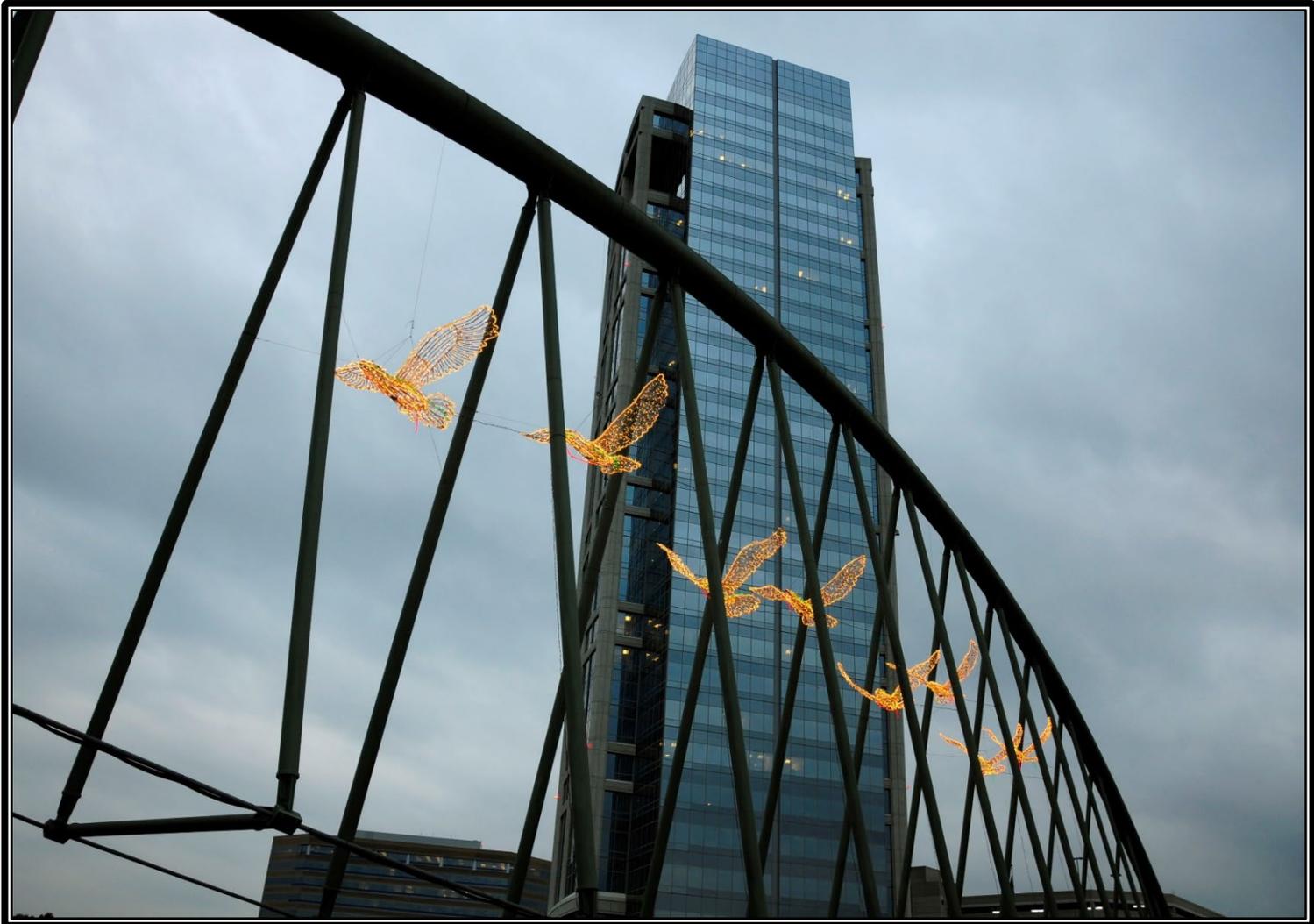


## Waterway Square Christmas Tree Light Show

A video showing a sample light show of the Waterway Square Christmas Tree

[Waterway Square Tree Video](#)

Lake Robbins Bridge – Holiday Dove Example 1



Lake Robbins Bridge – Holiday Dove Example 2



Lake Robbins Bridge – Holiday Dove Example 3



**Exhibit J – DEKRALITE RGB PLUS MANUAL**

Tree Installation Manual for reference

[Dekra-Lite Sequoia Tree Manual](#)