

**TOWN OF PROSPER
CONTRACT FOR SERVICES
RFP NO. 2024-15-A CHRISTMAS DISPLAY SERVICES**

This Contract is made by the **Town of Prosper, Texas**, a municipal corporation ("Town") and **The Christmas Light Company** ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Christmas Display Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period is for one year from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to four (4) additional one-year terms on an annual basis if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.
5. **COMPENSATION.** The contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit A.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Town of Prosper, Accounts Payable, P.O. Box 307, Prosper, TX 75078, or emailed to ap@prospertx.gov.
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of the Contract.

11. **INDEMNIFICATION.** As specified in Exhibit A.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this Contract upon sixty (60) days' written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.
17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.
18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.
19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.
20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.
21. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's representative are followed.
22. **"ANTI-ISRAEL BOYCOTT" PROVISION.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott

Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

23. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.
24. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
25. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the Town and the Contractor, the Town and Contractor agree to submit such disagreement to non-binding mediation.
26. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.
27. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Town of Prosper
Attn: Jay Carter, Purchasing Manager
P.O. Box 307
Prosper, TX 75078
jcarter@prospertx.gov

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

The Christmas Light Company
Attn: Bill Rathburn, President
8019 Military Parkway
Dallas, TX 75227
bill@xmaslightco.com

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

- 28. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.
- 29. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Collin County, Texas.
- 30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
- 31. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

THE CHRISTMAS LIGHT COMPANY

TOWN OF PROSPER, TEXAS

By: 
Bill Rathburn
President

By: _____
Mario Canizares
Town Manager

Date: 03/28/2024

Date: _____

Exhibit A



2024-15-A Addendum 1

Christmas Display Services

Issue Date: 2/11/2024

Questions Deadline: 2/22/2024 12:00 PM (CT)

Response Deadline: 2/29/2024 02:00 PM (CT)

Contact Information

Contact: Jay Carter Purchasing Manager

Address: Purchasing Office

Town Hall

3rd Floor

250 W. First St.

P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1018

Email: jcarter@prospertx.gov

Event Information

Number: 2024-15-A Addendum 1
Title: Christmas Display Services
Type: Request for Proposals
Issue Date: 2/11/2024
Question Deadline: 2/22/2024 12:00 PM (CT)
Response Deadline: 2/29/2024 02:00 PM (CT)

Notes:

The Town of Prosper ("Town") is accepting proposals for turn-key Christmas Display Services, in accordance with the terms, conditions, and requirements set forth in this Competitive Sealed Proposal (CSP). This CSP provides interested firms with the information necessary to prepare and submit their proposal for consideration. It is the Town's intent to enter into a contract with a single or multiple vendors. The initial term of the contract will be one (1) year with four (4) optional one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value to the Town of Prosper as determined by the evaluation criteria as stated herein.

The services stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, services may be adjusted at any time during the contract period. At no time will adjustments to the prices offered be imposed on the Town. Prices will be held firm during the contract period.

The successful vendor(s) will be required to execute a service contract. A sample contract is attached in lonwave for review.

This RFP is due Thursday, February 29th, 2024, at 2:00PM CT. The RFP will be opened and the names of the vendors that submitted proposals will be read at 3:00PM on February 29th, 2024. Please use the following link to attend the opening:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 230 233 580 634

Passcode: LEMNcj

Ship To Information

Contact: Jay Carter, Purchasing Manager
Address: Purchasing Office
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1018

Billing Information

Contact: Accounts Payable
Address: Finance
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1017

Bid Attachments

2024-15-A Christmas Display Services Specification.pdf

[Download](#)

2024-15-A Christmas Display Services Specifications

2024-15-A Addendum #1 Question and Answers.pdf

[Download](#)

2024-15-A Addendum #1 Question and Answers

Insurance Requirements for General Services R7-25-19.pdf

[Download](#)

Insurance Requirements for General Services

Standard Terms and Conditions for Procurements V 9-11-23.pdf

[Download](#)

Standard Terms and Conditions for Procurements V 9-11-23

Conflict of Interest Questionnaire 1-1-2021.pdf

[Download](#)

Conflict of Interest Questionnaire 1-1-2021

References Worksheet - fillable.pdf

[Download](#)

References Worksheet

Standard Contract for Services Version 01-01-2024.pdf

[Download](#)

Standard Contract for Services Version 01-01-2024

Requested Attachments

Proposal

(Attachment required)

Please be sure that you have provided all required information as outline in Section VI. Please upload all requested documents as a single file.

Bid Attributes

1	Terms and Conditions Acknowledgement I have read, understand and agree to all terms and conditions contained in this solicitation. <input type="checkbox"/> I Agree <i>(Required: Check if applicable)</i>
2	Certification By checking this box, submitter hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this solicitation, constitutes a contract. The individual submitting this bid/proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided. <input type="checkbox"/> I Agree <i>(Required: Check if applicable)</i>

3 Addendum No. 1
 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 1 (if issued by the Town of Prosper).
 I Agree
(Optional: Check if applicable)

4 Addendum No. 2
 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper).
 I Agree
(Optional: Check if applicable)

5 Addendum No. 3
 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper).
 I Agree
(Optional: Check if applicable)

Bid Lines

1 Exterior Installation Services
(Response required)
 Quantity: 1 UOM: LS Unit Price: \$ Total: \$
 Item Notes: Lumps Sum cost to provide installation services as outlined in the Scope of Services. Lump Sum cost must be all inclusive.
 Supplier Notes: _____
 No bid
 Additional notes
(Attach separate sheet)

2 Removal and Storage Services
(Response required)
 Quantity: 1 UOM: LS Unit Price: \$ Total: \$
 Item Notes: Lumps Sum cost for removal and storage services as outlined in the Scope of Services. Lump Sum cost must be all inclusive.
 Supplier Notes: _____
 No bid
 Additional notes
(Attach separate sheet)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

Town of Prosper
Request for Proposal No. 2024-15-A
Christmas Display Services

I. Introduction

The Town of Prosper ("Town") is accepting proposals for turn-key Christmas Display Services, in accordance with the terms, conditions, and requirements set forth in this Competitive Sealed Proposal (CSP). This CSP provides interested firms with the information necessary to prepare and submit their proposal for consideration. It is the Town's intent to enter into a contract with a single or multiple vendors. The initial term of the contract will be one (1) year with four (4) optional one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value to the Town of Prosper as determined by the evaluation criteria as stated herein.

The services stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, services may be adjusted at any time during the contract period. At no time will adjustments to the prices offered be imposed on the Town. Prices will be held firm during the contract period.

The successful vendor(s) will be required to execute a service contract. A sample contract is attached in lonwave for review.

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Microsoft Teams meeting
Join on your computer, mobile app or room device
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Meeting ID: 230 233 580 634
Passcode: LEmNcj

II. Service Date and Location

A. Date

The 2024 Annual Christmas Display is to be installed, complete in place and functional no later than November 20, 2024. For each subsequent renewal period, the successful vendor will complete the service on a date as set forth by the Town. Future dates will be finalized by January 31st of each year. It is anticipated that the completion date will be no later than 10 days prior to the first Saturday of December each year, and items will be removed no sooner than the 15th and no later than the 30th of January each year.

B. Location

The 2024 Annual Christmas Display location is tentatively scheduled to be located at Town Hall, 250 W. First Street, and a portion of Broadway Street and Main Street, Prosper, Texas, 75078 (see map – Exhibit A). The Town reserves the right to adjust the display location annually.

III. Scope of Services

The successful vendor shall perform all services in accordance with the following conditions:

A. Decorations

1. Exterior Installation

The following exterior items will be installed along Main St & Broadway Street.

- a. Install and Decorate 15' premium lit garland swirled down 23 light poles. Garland is to be equipped with warm LED mini lights.
- b. Install 16", hand-made; red; velvet outdoor bow on each light pole
- c. Install and Decorate 67 total trees with 5mm warm lights, along Main Street and Broadway Street.
- d. Rental by vendor of 5 mm lights to decorate trees along Main Street and Broadway Street.
- e. **Lights will be left on all decorated trees along Main and Broadway Streets, for annual use.**
- f. **Any malfunctioning of lights on above mentioned decorated trees would need to be repaired within a week's time of notice from Town Staff.**
- g. **Two times a year the lights will need to be removed for one week, for semi-annual trimming of trees, during the months of September and March. Scheduling of removal will be handled by Town staff.**
- h. Rental and storage by vendor of 30' artificial tree
- i. Install and Decorate 30' artificial tree with 5mm warm white lights. Tree must be equipped with Ornamentation. Installation of ornamentation is required.

The following exterior items will be installed as specified, as determined by the Town. All materials are owned by the Town and will be provided for day of installation:

- a. Approximately 675 linear feet of LED lights to be placed on the soffit of the third story of Town Hall Building and, on the perimeter, above and below the clock on the clock tower
- b. Approximately 350 linear feet of pre-lit swag garland with 18" bows at each peak of the swag on the handrail on the third-floor verandas.
- c. Approximately 750 linear feet of pre-lit garland on 6 columns with a 36" bow at each column. Two columns at three separate entrances.
- d. Non-lit garland on nine light poles approximately 18 feet tall near Town Hall
- e. Eight 36" diameter wreaths installed approximately 20 feet high on Town Hall Building.

2. Removal and Storage

All removal and storage services shall include the following:

- a. Removal of items shall be done in a careful manner so as not to damage items, property, and facility.
- b. All items shall be properly prepared to facilitate orderly storage (wound, bound, etc.).
- c. All mounting hardware shall be kept in heavy-duty plastic containers or bags to be provided by the vendor(s) and labeled sufficiently to identify what the hardware was used to mount, and the location where it was used.
- d. The Town will provide plastic storage containers. For exterior decorations, the vendor(s) shall properly pack, sufficiently label to identify contents, and transport the containers to the Town Hall Parking Lot. Town staff will direct vendor where containers are to be placed in the parking lot. The Town will transport and store decorations to long term storage location.

IV. Experience

Preference will be given to vendors who have verifiable experience in providing same or similar scope of work and performance.

V. Insurance

ALL RESPONDENTS must submit, with the proposal, proof of insurance coverage as stipulated in this proposal document. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. **Any provisions outlined will be required of the successful firm only.** Prior to the execution of this contract, the successful firm will supply the Purchasing Office with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

VI. Submittals

In order for your proposals to be considered responsive, the following information should be submitted with your proposal, with sections labeled accordingly and in the following order. Failure to provide requested information may cause your proposal to be deemed as non-response.

A. Company Information (Label as Section A)

1. Name of company
2. Company summary
3. Name of contact person authorized to submit proposal and negotiate a contract on behalf of your firm
4. Phone number and email address for contact person

B. Proposed Product Information (Label as Section B)

1. Include literature and pictures of proposed decorations referenced in Section III., Item A. 2.

C. Experience (Label as Section C)

1. Please include the name of the organizations, value of contract, year, and pictures or displays you have installed.

D. References (Label as Section D)

1. Vendor should provide a minimum of three (3) current references for same or similar services as outlined in this proposal document. Please provide the information for each reference on the References Worksheet.

E. Pricing (Label as Section E)

1. Submit a lump sum price to supply, install and decorate per Section III Scope of Services.
2. Submit a lump sum price to remove and store all items per Section III Scope of Services.

F. Conditions – Bid Attributes

1. For online submissions, you must select "I Agree" for each condition.

2. For hard copy submissions, you must complete and print the Bid Attributes section and include in your submission **(Label as Section F)**.

G. Proof of Insurance (Label as Section G)

1. Submit a certificate of insurance evidencing coverages, as outlined in Section IV.

VII. Evaluation Criteria

A review committee will judge the merit of proposals received in accordance with the requirements defined herein. Failure of vendor to provide in their proposal any information requested in this CSP may result in disqualification of the proposal. The sole objective of the review committee will be to select the proposal(s) that provides the best value to the Town of Prosper.

The contract will be awarded based on the following evaluation criteria:

- A. Overall ability to meet or exceed the Town's needs, as evidence in Section VI. Submittals, all items (30%).
- B. References as evidence in Section VI. Submittals, Article F. (20%)
- C. Experience as evidenced in Section VI. Submittals, Article G. (20%)
- D. Cost Proposal, as evidenced in Section VI. Submittals, Article E. (30%)

VIII. Interviews and Presentations

In fairness to all firms, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected firms may or may not be requested by the Town after the closing date. Selection may be made strictly from the information provided in the CSP. However, the Town of Prosper reserves the right to conduct interviews with and request presentations from any respondents.

IX. Best and Final Offer

The Town reserves the right to request a best and final offer from any or all vendors. The Town also reserves the right to reject any or all proposals, with or without cause, re-issue the CSP, or proceed in any manner determined to be in the best interest of the Town.

X. Questions, Clarifications, and Interpretation of Documents

Offerors may request clarification or interpretation of Proposal Documents. Any such request must be submitted in writing to Jay Carter, Purchasing Manager, at the following email address: jcarter@prospertx.gov by **12:00pm on Thursday, February 22, 2024. No questions will be answered over the phone.** Questions will only be accepted until the stated deadline. Interpretations, corrections and/or changes of or to the Proposal Documents will be made by Owner in the form of a written Addendum. Any interpretations, corrections or changes of or to the Proposal Documents, made in any other manner will not be binding upon the Owner, and Offerors may not rely upon them.

XI. Submission or Delivery of Proposal

Submissions are due no later than Thursday, February 29th, 2024, at 2:00P.M. Preferred submission method is online through IonWave. Vendors can register on the Purchasing page of the Town's website. The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. **The Town of Prosper is not responsible for issues encountered with methods of delivery.**

A. Online Submission (Preferred Method)

1. Proposals may be submitted online through IonWave.net, the Town's e-procurement system.
2. Please ensure that you provide all required information, including attachments, combined and uploaded as a single document.

B. Mailed/Delivered Submission (if not submitted through IonWave)

1. Proposals must be submitted with the CSP number and the respondent's name and address clearly indicated on the front of the envelope.
2. Please submit one (1) unbound original of your Proposal package and one (1) electronic copy on a USB flash drive in a sealed envelope or package to the address listed below:

Delivery Address:

Town of Prosper
Attn: Purchasing Manager
250 W. First St.
3rd Floor Finance Suite
Prosper, Texas 75078

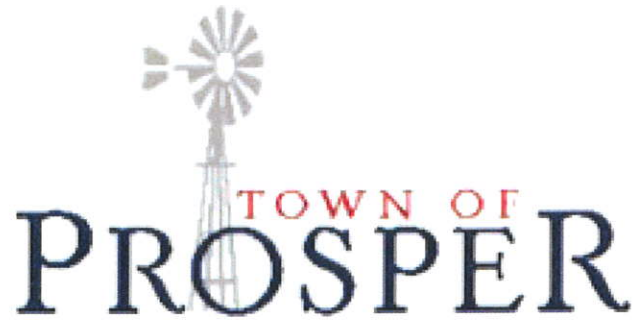
Mailing Address

Town of Prosper
Attn: Purchasing Manager
250 West First Street
Prosper, Texas 75078



Area of Work





2024-15-A Addendum 1
The Christmas Light Company
The Christmas Light Company
Supplier Response

Event Information

Number: 2024-15-A Addendum 1
Title: Christmas Display Services
Type: Request for Proposals
Issue Date: 2/11/2024
Deadline: 2/29/2024 02:00 PM (CT)
Notes: The Town of Prosper ("Town") is accepting proposals for turn-key Christmas Display Services, in accordance with the terms, conditions, and requirements set forth in this Competitive Sealed Proposal (CSP). This CSP provides interested firms with the information necessary to prepare and submit their proposal for consideration. It is the Town's intent to enter into a contract with a single or multiple vendors. The initial term of the contract will be one (1) year with four (4) optional one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value to the Town of Prosper as determined by the evaluation criteria as stated herein.
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Meeting ID: 230 233 580 634

Passcode: LEmNcj

Contact Information

Contact: Jay Carter Purchasing Manager

Address: Purchasing Office

Town Hall

3rd Floor

250 W. First St.

P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1018

Email: jcarter@prospertx.gov

The Christmas Light Company Information

Contact: Antonio Garcia
Address: 8019 Military Pkwy
Dallas
Dallas, TX 75227
Phone: (214) 859-7333
Email: Antonio@XmasLightCo.com
Web Address: www.xmaslightco.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Antonio Garcia

Signature

Submitted at 2/29/2024 01:43:15 PM (CT)

antonio@xmaslightco.com

Email

Requested Attachments

Proposal

CSP No. 2024-15-A Christmas
Display Seivces TCLC
Proposal.pdf

Please be sure that you have provided all required information as outline in Section VI. Please upload all requested documents as a single file.

Bid Attributes

1	Terms and Conditions Acknowledgement I have read, understand and agree to all terms and conditions contained in this solicitation. <input checked="" type="checkbox"/> I Agree
2	Certification By checking this box, submitter hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this solicitation, constitutes a contract. The individual submitting this bid/proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided. <input checked="" type="checkbox"/> I Agree
3	Addendum No. 1 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 1 (if issued by the Town of Prosper). <input checked="" type="checkbox"/> I Agree
4	Addendum No. 2 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper). <input checked="" type="checkbox"/> I Agree

5 Addendum No. 3

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper).

I Agree

Bid Lines

1 Exterior Installation Services

Quantity: 1 UOM: LS Unit Price: Total:

Item Notes: Lumps Sum cost to provide installation services as outlined in the Scope of Services. Lump Sum cost must be all inclusive.

2 Removal and Storage Services

Quantity: 1 UOM: LS Unit Price: Total:

Item Notes: Lumps Sum cost for removal and storage services as outlined in the Scope of Services. Lump Sum cost must be all inclusive.

Response Total: \$52,950.00