



**REQUEST FOR PROPOSALS (“RFP”) FOR
2023 HOLIDAY LIGHTING AND DECORATIONS
FOR THE CITY OF SANGER, TEXAS
RFP-2023-03**

INTRODUCTION

The City of Sanger seeks the services of a licensed, qualified and experienced holiday lighting and decorations contractor to provide holiday lighting and decorations in Downtown Sanger and select areas for the 2023 holiday season. Our goal is to encourage visitation and to create a full experience for each resident and visitor. The intent of the RFP is to have a successful contractor enter into an agreement with the City of Sanger for the desired services. The term of the initial agreement shall be for the 2023 holiday season. The City of Sanger will retain the option, at its sole discretion, to award up to three (3) renewal periods of one (1) year each. The selected company will use creative ideas and concepts to ensure cohesiveness in the holiday theme and design of all lights and decorations in all areas designated by the City of Sanger in this RFP.

For more information about the City of Sanger, visit Sangertexas.org.

- A. Contracting parties: The City of Sanger may herein be referred to as “the City.” The person or company responding to the solicitation may herein be referred to as the “Proposer.”
- B. Questions: Following are contacts for questions as identified.
 - a. RFP Clarifications: All questions related to the requirements or processes of this RFP should be submitted in writing via email to the Director of Marketing identified in section 2 below.
 - b. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to via email to the Director of Marketing identified in section 2 below.
 - c. Replies: Responses to inquiries that directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum posted to the City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - d. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing the appropriate area of the Proposal.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency, or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous.

INSTRUCTIONS TO RESPONDENTS

1. GENERAL

The following instructions are given as guidance to respondents in properly preparing their responses to this Request for Proposals (“RFP”) for providing 2023 holiday lighting and decorations for the City of Sanger. A description of requirements is provided in the “Scope of Work and Requirements section of this RFP.” It is marked Exhibit “A” and is incorporated into this RFP by this reference.

2. SUBMISSION DEADLINE AND OPENING OF RESPONSES

All responses must be received via US mail or hand delivery to the physical address of the City of Sanger City Hall no later than **12:00 p.m. on April 24, 2023**. Opening of bids will be at 2:00 p.m. on April 24, 2023.

ATTN: Holiday Lighting
502 Elm Street
PO Box 1729
Sanger, TX 76266

Please include “Holiday Lighting Proposal” in your subject line.

Questions about the RFP or Scope of Services should be directed to:
Donna Green
Director of Marketing
dgreen@sangertexas.org or 469-559-5876

3. POSTPONEMENT AND EXTENSION OF DATE FOR SUBMITTING RESPONSES.

The City reserves the right to postpone and extend the date for the receipt of responses and will give ample notice of any such postponement and extension to each prospective respondent.

4. QUALIFICATION SUBMISSION PAGES.

The items stated below should be fully addressed in response to the RFP in a concise narrative form. The following is the order in which to respond:

Letter of Interest: The Letter of Interest should not exceed two (2) pages.

Statement of Proposed Services: Responses should be directed to the Scope of Work (Exhibit A). The response should provide a description of the respondent’s abilities and innovative and creative approaches that will be used to perform the required services.

Company Experience: Provide identification of company’s distinctive competencies, staff level of company and the experience and skills that you or your team will bring to the

project. Provide a brief history of your company and detail your expertise in holiday lighting and decoration and advise on training and experience of staff who will actually be performing the required services. Please refer to Exhibit “A”, for requirements.

Organizational Credentials: Provide information on experience and qualifications of respondent’s management team in providing similar services as proposed in this RFP. An organizational chart which identifies key personnel to be assigned to perform work on the project should be provided.

Similar Project References Information: Provide a list of at least three (3) examples of holiday lighting and decorations successfully installed by the respondent within the past three (3) years. The list shall include: name of client, client contact information (stated below under references), scope of project, dates of installation and photos and/or video of work.

5. INSURANCE COVERAGE

Respondents **MUST** comply with City insurance requirements.

6. SELECTION

The City of Sanger will consider respondents who are responsive and deemed responsible by the City based upon the responses submitted.

7. EVALUATION CRITERIA AND PROCEDURES

All submitted responses will be evaluated based on the information provided in each response to this RFP. Evaluation criteria will include, but not be limited to, a review of the background and experience of the respondent in providing similar services to other clients, references, and a review. The City of Sanger may select for interview, but is not obligated.

10.1 The City of Sanger reserves the right to accept or reject any or all responses, or parts of any responses, to waive any informalities, technicalities or irregularities, to re-advertise the RFP, to request other responses or clarifications, or take any similar actions that may be deemed to be in the best interests of the City. The City reserves the right to negotiate an agreement with more than one

(1) respondent in response to this RFP, and may elect to provide the services itself, without any assistance.

10.2 The City may accept all items quoted in the bid or may accept part of the bid whichever is in the best interest of the City. Each area as stated in Exhibit “A” must be priced separately. Award will be made to the respondent with the product/service that will best serve the needs of the City.

10.3 The City may require additional items or services not listed in the Services Exhibit A. The selected contractor is required to provide the additional work at prices that are the same or similar to that used in establishing the prices in the proposal submitted through this RFP.

8. TERM

The terms and conditions of the agreement resulting from this RFP with the successful respondent shall remain in effect for one (1) year. The City shall have the sole option to renew the agreement annually for up to a maximum of two (2) additional one (1) year periods.

Agreement renewals shall be at the discretion of the City and will not be a right of the successful respondent. Ninety (90) days prior to the expiration date of the contract, the contractor will submit to the City a price schedule for renewal of the agreement, not exceeding a 4% increase, that will then be reviewed for approval. If approved, the City Manager will provide written notification of a continuation to the successful respondent.

9. INSTALLATION TASK MANAGEMENT

The successful respondent must produce and manage an installation task timeline. Respondent must be able to accomplish tasks on schedule and adhere to prepared timelines and schedules. Respondents should submit brief biographical sketches for key team members who will be engaged to work on the project and will be required to provide recommendations for any supplemental staff, subcontractors and other staffing requirements.

10. LOCATION

The City requires lighting and decorations in various locations as stated in Exhibit “A.” All respondents must thoroughly acquaint themselves with the various locations.

EVALUATION CRITERIA

The award of the Agreement will be based on certain considerations as listed below:

- | | |
|---|--------------------|
| 1. Strength of overall proposal | 20 Points |
| a) Cohesive decorative expression | |
| b) Clear understanding of requirements | |
| 2. Experience with similar large-scale holiday decorations | 25 Points |
| a) Number, type, quality and scale of similar projects | |
| b) References from past projects | |
| 3. Innovative, creative approach to rendering the required | 15 Points services |
| 4. Proven experience to complete projects in a timely and professional manner | 15 Points |
| a) Availability of all equipment necessary to complete project | |
| b) Qualifications of staff | |
| c) Experience of staff on similar projects | |
| 5. Pricing | 25 Points |

TOTAL POINTS AVAILABLE:	100 Points
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A. DISCLAIMER

This RFQ does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in the preparation and submission of Statements or anticipation of a contract. The City reserves the right at its sole discretion: to make selections, to reject any or all submissions, to issue subsequent RFQ, to remedy technical errors in the RFQ process, and to enter into a contract with one or more consultants for the provisions of any, all or some of the services described herein.

B. AGREEMENT FOR PROFESSIONAL SERVICES

Attached as Exhibit D is the City of Sanger's standard agreement for services. The agreement also indicates the insurance and indemnification requirements that the City will require of the selected firm.

C. ADDITIONAL INFORMATION:

1. A person or business that contracts with Sanger or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline (Exhibit C). The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.
2. Compliance with HB 89. A person or business that contracts with Sanger or who seeks to contract with the City shall not boycott Israel at any time while providing products or services to the City of Sanger. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.

☐ Yes, we agree

☐ No, we do not agree

☐ N/A

3. Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.

☐ Yes, we agree

☐ No, we do not agree

☐ N/A

4. Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.

☐ Yes, we agree

☐ No, we do not agree

☐ N/A

5. Compliance with SB 252. A person or business that contracts with Sanger or who seeks to contract with the City shall not do business with Iran, Sudan, or a foreign terrorist organization while providing products or services to the City of Sanger.

☐ Yes, we agree

☐ No, we do not agree



The undersigned affirms that he/she has read and understands the specifications, terms, and conditions, all exhibits and attachments contained herein and that they are duly authorized to execute this agreement and response to the Request for Qualifications.

Signature

Company

Date

EXHIBIT “A” SERVICES

SCOPE OF WORK AND REQUIREMENTS

Background

Downtown Sanger has created a festive ambiance with holiday lighting each season for several years. In 2022, the City made the decision to enhance the Downtown Holiday Experience by creating a festive Downtown Square with multiple photo opportunities. This year we are looking to enhance the lights and the boundary by adding a theme (Snowmen and Snowflakes). We are seeking a company that will provide a creative and cohesive Holiday display. All respondents are encouraged to visit Downtown Sanger prior to submitting your bid.

GENERAL SERVICES REQUIREMENTS

Pricing

- Each bid should provide options for the City to either purchase or rent the lighting and decorations.
- Contractor must include storage, installation and maintenance/replacement of lights and decorations as required for should the City opt to purchase the decorations, for subsequent years.

Permits

- Contractor will coordinate all required permitting with all applicable agencies, companies or governmental entities.

Display

- Provision, installation and removal of holiday lights and decorations.
- Contractor is to ensure all cords used are the appropriate length without excess and all cords are to be covered with non-hazardous and non-distracting cord covers. Cord covers can be provided by the City. But this should be requested in advance.

Display Period

- Lights must be in place by: **November 20, 2023.**
- Lights must be removed by the week of **January 9, 2024.**

Lights

- The contractor shall provide high-quality brand of lights.

- All large trees in the City Downtown park shall be draped with canopy lights. Smaller trees shall have their trunks and branches wrapped in symmetry and positioned close to each other to provide greater illumination impact.
- The contractor shall ensure that all safety measures are taken for all lights to avoid short outs and gaps in lighting because of faulty strands.
- The contractor is expected to provide excellent quality materials to meet safe electrical standards.
- The City will provide outlets and pay for electricity for each pole light.

Equipment

- Contractor shall supply all lifts and other materials necessary to safely and successfully install, maintain and remove lights and decorations unless other options are mutually agreed upon between the City and the contractor.

Maintenance

- Contractor must maintain the lights and decorations throughout the display period to ensure all lights are on and functioning.
- All malfunctioning lights that occur during the period must be repaired within a reasonable time, not to exceed three (3) days from the time of notice of malfunctions.
- Please provide your maintenance staff contact information to facilitate contact regarding any display problem as required.

Removal

- Contractor is responsible for removal of all decorations and lighting within seven (7) days of the end of display period.

Disposal of Waste

- Contractor shall make arrangements to dispose of any and all waste from the work being performed.
- All areas of display must be kept clean and free from any debris, e.g., zip ties, tape, etc. after removal of decorations.

Safety Precautions

- Contractor shall be careful when working in the various areas. Damage to public and private property shall be the responsibility of the Contractor and shall be repaired or replaced at no additional cost to the City.

AREAS TO BE ILLUMINATED AND DECORATED

PROVIDE QUOTE FOR EACH AREA (1-3)

AREA 1

Downtown Square

- Ten (10) large canopy trees on the Downtown Square to be draped with canopy lights to match the Snowman and Snowflake theme.
- Branch wrap all of the smaller crepe myrtles on the Downtown Square.
- Install garland and bow on 12 light poles throughout the park to match the theme.
- Install garland on columns and railing of the gazebo to match the theme.
- Install two (2) 7' Christmas Trees under the gazebo to match the theme.
- Install three (3) 7 – 9' trees, elevated, in the park side by side as a backdrop to Santa's Sleigh. (Sleigh is provided by the City of Sanger)
- Install two (2) lighted 8' or greater items, one on each side of the sidewalk at the entryway to the park. (see photo below from the 2022 display)
- Install themed decorations on each side of the sidewalk leading up to the gazebo. (see photo below of Nutcrackers from the 2022 display - we had a total of 4)



Photo 2



AREA 2

City Library

- Install wrapped/netted lights on shrubs in front of the City Library (along 5th Street) and the shrubs that run down the side of the library (on the side next to the donut shop).
- Wrap the trunks and limbs of the trees that run down the parking lot of the library along Bolivar Street.

AREA 3

Bolivar Street

- Wrap garland and bows to match theme on 12 light poles along Bolivar Street between 5th street and 2nd street.

Additional Lighting

- Creative additions and suggestions are encouraged.

REQUIREMENTS

- The selected company must fully comply with the specified insurance requirements.
- The selected company must provide all necessary licenses and obtain all required inspections and permits (City, County and State).
- The selected company must provide and designate an experienced team member to regularly meet with City staff to lead the planning and execution of tasks for a successful installation.
- The selected company must meet all deadlines to ensure all lighting and decorations are installed and operational in time as per City requirements.

Provide project approach and qualifications including, but not limited to the following:

- Provide any additional information and suggestions for designs and features which will enhance the decorative plan for the City of Sanger.
- Provide photographs of at least three (3) similar outdoor, large-scale lighting and decoration projects which your company has previously created, illustrating experience with planning and producing large scale illumination and your production style.

EXHIBIT “B”

REFERENCE LIST

THREE (3) CLIENTS FOR WHICH RESPONDENT PROVIDED SIMILAR SERVICES WITHIN THE PAST THREE (3) YEARS

Respondent is to include at least two (2) references from entities for which Respondent has provided similar services to those sought in this RFP in the past three (3) years:

The following reference information is required:

- Name of Entity for which services were performed
- Brief Description of Scope of Services
- Photos and/or Video of Services
- Amount of Contract Award
- Status of Contract
- Contact Name
- Contact Telephone Number
- Contact Email Address

EXHIBIT C FORM CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict-of-Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4B development corporations;
5. The executive directors or managers of 4B development corporations; and
6. Directors of the City of Sanger who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department.

The Finance Department is required by law to post the statements on the City’s website.

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date