



"The Capital City of the Palm Beaches"

Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Tel: 561-822-2100
Fax: 561-822-1564

RFQ 10-11-Q045

Request for Quotes 10-11-Q045 2011 Holiday Lights

The City of West Palm Beach hereby solicits quotes from responsible and qualified firms to furnish holiday lights.

All quotations must be received **3:00 p.m., Monday, September 26, 2011**, by the Procurement Division located at the address listed below:

City of West Palm Beach
Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401

Quotations shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFQ number, title, and date and time the RFQ is scheduled to be received.

Interested parties may obtain a copy of this document at
http://www.wpb.org/procurement/procurement_opportunities.php
or by contacting the Procurement Division at 561-822-2100.

ENVELOPE MUST BE IDENTIFIED AS RFQ 10-11-Q045, Holiday Lights

By: Althea Pemsel
Althea Pemsel, MA, C.P.M.
Procurement Official

PUBLISH: Palm Beach Post
September 13, 2011

1. PURPOSE AND INTENT

The City of West Palm Beach hereby solicits quotes and seeks qualified lighting design artists and/or firm to furnish and install lights in various areas along the fabulous waterfront and in the waterfront commons.

2. SCOPE OF WORK

Vendor must provide all trucks, equipment and labor to perform, complete and maintain this installation. Vendor must maintain all lighting/décor from time of installation through date of removal. Vendor must be able to respond to any mechanical difficulties and fix or replace, failures and light outages within 24 hours. A 24 hour “on call” supervisor must be available via cell phone number and other methods who can respond to service calls, problems, and emergencies. Price must also include all electrical cords to nearest GFI power supply, in-line dusk to dawn photo cell boxes and timers. Evaluations will be based on the creativity and uniqueness of the design plan and how the program can progressively grow in years two and three.

The City is seeking quotes for various areas. The options chosen will depend on the funding therefore; the City may or may not light or decorate all areas or decrease the number of lit trees in any given area.

The following areas are to be lit unless otherwise specified:

Location Number One: Flagler Drive:

From North Clematis to Lakeview Avenue

The City is requesting the installation of miniature clear, non-blinking LED lights on the Royal Palms along the east side of Flagler Drive (seawall side). The lights must be wrapped around the trunks from the base of the tree to the canopy of each tree. Each palm branch must be wrapped from the core to the outside on each tree. There are approximately 62 royal palm trees along Flagler. Vendor must supply (and bury) extension cords to the GFI receptacles on the light poles to the corresponding holiday Royal Palm tree.

Location Number Two: Centennial Plaza

Furnish and install clear non-blinking LED miniature lights on the oak trees located within the triangular square. The palm trees and the outside oak trees along North and South Clematis Streets are excluded from this bid. The trunks and a minimum of ten (10) branches must be wrapped on the remaining 12 trees within the interior of Centennial Plaza. It will be necessary to install in-line dusk to dawn photo cells as well. It is the desire of the City for these lights to remain in the trees and lit throughout the year. Please include in your bid the maintenance costs to keep these lights throughout the year, with weekly maintenance checks.

3. ADDITIONAL PROVISIONS

- a) The contractor retains ownership and furnishes the lights and the installation outright;
- and*
- b) The City purchases the lights and decorations from the contractor, but will be stored by the contractor after the holiday season, until such a time that the City would request possession

All holiday lights shall be installed and operational by November 30, 2011 for the tree lighting on December 1, 2011. The removal can begin January 2, 2012 and must be completed by midnight January 8, 2012.

If requested by the City, the Contractor will be required to supply any operational manuals for equipment.

4. TERM OF CONTRACT

The successful bidder may be awarded a contract for one (1) year with the option to renew for two (2) additional twelve (12) month periods. Option for renewal will only be exercised upon mutual written agreement and with all terms and conditions remaining adhered to with no deviations. Any renewal will be subject to appropriation of funds by the City. The City reserves the right to delete or amend any of the services as listed and described herein.

The City shall have the option of extending this contract at the current rates one month at a time, not to exceed six months.

5. LOBBYING PROHIBITED

As to any matter relating to this RFQ, Respondents or anyone representing a quote are advised that they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, Evaluation Committee, or any other person authorized on behalf of the City related or involved with this RFQ. For purposes of clarification, a team's representative shall include, but not be limited to, the team's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the Respondent.

The "No Lobbying Condition" is in effect from the dated of the publication of the RFQ and shall terminate at the time the City signs final award contract(s) for the bid, rejects all quotes, or otherwise takes action which ends the solicitation process.

6. TENTATIVE SCHEDULE

Listed below are the tentative dates and times for this project. The Procurement Division may find it necessary to revise the schedule to accomplish its tasks.

ACTION

COMPLETION DATE

RFQ Issue Date

September 12, 2011

Final Question Due Date

September 19, 2011

Response Due Date

September 26, 2011, 3:00 p.m.

TERMS AND CONDITIONS

1. SUBMITTAL INFORMATION

The original and three (3) copies of your quote shall be submitted to the Procurement Division at the time and date specified. At the designated time and place, the City Procurement Official or designee will publicly open the quotes. These documents constitute the complete set of specification requirements and quote forms. It is the responsibility of the Respondent to insure that all pages are included. Therefore, all vendors are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to the Procurement Division. **ALL QUOTATIONS MUST BE SUBMITTED ON THE PROVIDED "REQUEST FOR QUOTE" FORM. QUOTATION ON VENDOR LETTERHEAD/QUOTATION FORMS WILL NOT BE ACCEPTED.**

All RFQ's must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. **SIGNATURES ARE REQUIRED WHERE INDICATED; FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF QUOTE.**

Respondents shall not be allowed to modify their quotes after the opening time and date. Quote files may be examined during normal working hours, after quote opening, by appointment only.

Time is of the essence and any RFQ received after **3:00 p.m., Monday, September 26, 2011** whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Procurement Division. Quotes shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFQ number, title, and date and hour quotes are scheduled to be received. Offerors are responsible for insuring that their quote is stamped by Procurement Office personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, telegram or facsimile shall not be accepted.

2. CLARIFICATION/INTERPRETATION AND ADDENDA TO THE RFQ

No interpretation or changes to the meaning of the Request for Quote will be made to any vendor orally, except by written addendum. Complete the Vendor Registration on page 18 and fax back to the Procurement Division in order to receive future addenda related to this solicitation. All questions regarding this RFQ should be submitted in writing and must be received no later than **5:00 p.m., Monday, September 19, 2011 to the address listed below:**

City of West Palm Beach, Procurement Division
Maureen Hansraj, Purchasing Agent
401 Clematis Street, 5th Floor, West Palm Beach, FL 33401
Ph: (561) 822-2106, Fax: (561)822-1564
Email: mhansraj@wpb.org

All questions that change the scope of work or alter the contents of these documents will be answered via addendum. Addendums will form an integral part of the quote and shall modify and become part of the RFQ document.

3. FEDERAL AND STATE TAX

The City of West Palm Beach is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Respondent. Vendors or contractors doing business with the City of West Palm Beach shall not be exempted from paying sales tax.

4. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility.

- a. Vendors doing business with the City are prohibited from discriminating against any employee, applicant, for employment, or client because of race, creed, color, ancestry, religion, national origin, sex, sexual orientation or age with regard to, but limited to, the following: Employment practices, rates of pay or other compensation methods, and training selection.
- b. The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the City of West Palm Beach for any terms and conditions not specifically stated in the Invitation for Quote.
- c. The obligations of the City of West Palm Beach under this award are subject to the availability of funds lawfully appropriated for its purpose.
- d. This Invitation for Quote shall be included and incorporated in the final award. The order of contractual precedence will be the purchase order or price agreement release, quote document (original Terms and Conditions), and response. Any and all legal action necessary to enforce the award will be held in the City of West Palm Beach and the contractual obligations will be interpreted according to the laws of Florida.

5. EEO STATEMENT

Equal Opportunity: The City of West Palm Beach believes in equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination, and is committed to nondiscrimination because of race, creed, color, sex, age, or national origin.

6. CONFLICT OF INTEREST

The award hereunder is subject to provisions of State Statutes and City Ordinance. All Respondents must disclose with their quote the name of any officer, director, or agent who is also an employee of the City of West Palm Beach. Further, all Respondents must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the Respondent's firm or any of its branches.

7. NON-COLLUSION

Respondent certifies that their quote is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quote for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to or after delivery of material or provision of service. Any such violation may result in award cancellation, return of materials, and discontinuation of services, removal from vendor list, and/or disbarment or suspension from doing business with the City of West Palm Beach.

8. CRITERIA FOR SELECTION:

As per the Procurement Ordinance, the selection of a Respondent(s) with whom to contract shall be based on the “best value to the City” using the criteria listed below.

- a. Skill and Experience
2 – 4 years’ experience (local experience is preferred)
- b. Past performance
- c. References
- d. Demonstrated creativity (provide proof of shows that match references)

9. AWARD

The City of West Palm Beach reserves the right to award on an “all or none” basis or to award on a “line by line” basis, whichever represents the best interest of and value to the City.

10. ACCEPTANCE/REJECTION OF QUOTES

The Procurement Official reserves the right to accept or to reject any or all quotes and make the award to that Respondent, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of West Palm Beach also reserves the right to reject the quote of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of Respondents in order to make determination as to the foregoing. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-quote. Additionally, proposals may be considered irregular and may be rejected if the proposal:

- a. Does not strictly conform to the requirements of the quote
- b. Shows omissions
- c. Quote form is altered
- d. Additions not called for are added
- e. Conditional terms by Respondent
- f. Unit prices are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values
- g. Quotes are over the approved budget for the project.

11. PROTEST PROCEDURE

Protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Division within seven (7) calendar days that the aggrieved person knew or should have known of the facts giving rise to the protest. The protest is considered filed when received by the Procurement Division.

Failure to file protest as outlined in the City of West Palm Beach Purchasing Ordinance shall constitute a waiver of proceedings under the referenced City Ordinance.

12. QUOTE FORMS

All quotes must be submitted on the City's Quote form provided. Quotes on vendor quotation forms shall not be accepted.

13. RESPONDENTS RESPONSIBILITY

Each Respondent is required, before submitting their quote, to carefully examine the request Scope of Work and to completely familiarize themselves with all the terms and conditions that are contained within this RFQ. Ignorance on the part of the Respondent will in no way relieve them of any of the obligation will be interpreted according to the laws of Florida.

14. RESPONDENTS PRICING

Respondent warrants by virtue of quoting that their quotes shall remain firm for a period of ninety (90) days from the date of RFQ opening. **Quotes having erasures or corrections must be initialed in ink by the respondent.** Respondents may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost of the quote evaluation purposes unless otherwise specified in this invitation.

15. QUOTE PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this request for quotation.

16. INVOICE AND PAYMENT DOCUMENTATION

The City will make payment after services have been performed and commodities received, accepted and properly invoiced. Invoices must bear the purchase order number. The invoice shall contain at a minimum the City's purchase order number, product and/or service description, unit price, quantity, date shipped, delivery location, name of City employee who signed for delivery.

Invoices shall be submitted to City of West Palm Beach, Accounts Payable, PO Box 3366, West Palm Beach, FL 33402.

17. FLORIDA PROMPT PAYMENT ACT

The City of West Palm Beach abides in Chapter 218, Part VII, Florida Prompt Payment Act (ss. 218-70-218.80) which provides prompt payment, interest payments a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities.

18. INSURANCE REQUIREMENTS

The awarded Contractor shall procure and maintain for the life of this contract agreement, insurance coverage obtained and written in the State of Florida of the following types and amounts:

- A. Comprehensive General Liability: The minimum amount of coverage shall be \$1,000,000.00 per person; \$2,000,000.00 per occurrence.
- B. Automobile Liability: The minimum amount of coverage shall be \$1,000,000.00, Combined, Single Limit for Bodily Injury and Property Damage Liability. This policy shall be an “Any Auto” or Comprehensive policy.
- C. Worker’s Compensation Insurance: Worker’s compensation insurance must meet minimum statutory limits and comply with Florida Statutes 440, Worker’s Compensation Law. Employer’s liability insurance must be maintained in an amount not less than \$100,000.00.

Liability shall include but not be limited to coverage for Premises/Operations, Products/Completed Operations, Contractual, to support the Contractor’s Agreement or Indemnity.

The City of West Palm Beach shall be named as additional insured on all applicable policies. Certification of Insurance covering the aforementioned insurance requirements shall be submitted prior to the signing of a contract and maintained current on file with the City of West Palm Beach during the contract period. Thirty days written notice must be provided to the City of West Palm Beach in the event of insurance cancellation.

19. LAWS TO BE OBSERVED

In the prosecution of this Contract, the Contractor shall exercise care to see that all Federal, State, county and Municipal Laws, ordinances or regulations are observed, both by himself and his direct or indirect employees. He/she shall take reasonable care at all times to insure that proper protection of personnel involved is provided.

20. INDEMNIFICATION

Contractor agrees to protect, defend reimburse, indemnify and hold the City, its agents, employees and elected officers and each of them free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the City by reason of any

damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Contractor's performance under this Agreement, Contractor's acts, omissions or operations hereunder, or the performance, non-performance or purported performances of the Contractor a any breach of the terms of this Agreement; provided however, the Contractor shall not be responsible to the City for damages resulting out of bodily injury or damages to property which Contractor can establish as being attributable to the sole negligence of the City, its respective agents, servants, employees or officers.

This indemnification shall include, but not be limited to, suits, actions, or claims brought because of any injuries or damage sustained by any person or property on account of the Contractor's operations in connection with the Contract; or on account of or in consequence of any neglect in constructing the work; or because of any act or omission by the Contractor; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the contractor under this contract; as is considered necessary by the City, may be retained for the use of the City, or in case no money is due, his surety shall be held until such suits, actions, or claims for injuries or damages, as aforesaid, shall have been steered and suitable evidence to the effect furnished to the City.

21. BANKRUPTCY/INSOLVENCY

At the time of submittal of bid, contractor shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary or receivership proceedings.

22. INDEPENDENT CONTRACTOR RELATIONSHIP

The successful contractor(s) is and shall be, in the performance of all work, services and activities under the contract, and independent contractor and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to the contract shall at all times, and in all places, be subject to the Respondent's sole direction, supervision and control.

23. PROCUREMENT OFFICIAL AS REFEREE

The Procurement Official is hereby designated as the direct representative of the City and shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the contract, and the decision shall be final and conclusive.

24. CITY AS GATEKEEPER OF DOCUMENTS

This document is issued directly by the City of West Palm Beach and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the vendor to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscribers, publications, or other sources not connected with the City and the vendor should not rely on such sources for information regarding any solicitation made by the City of West Palm Beach.

25. PURCHASING AGREEMENTS WITH OTHER FLORIDA AGENCIES

All contractors submitting a response to this Request for Quotation agree that such response constitutes a quote to all political entities in the State of Florida, under the same conditions, for the same prices and the same effective period as this contract, should the Respondent feel it is in their best interest to do so. This agreement in no way restricts or interferes with the right of the City of West Palm Beach, Florida, to re-quote any or all items.

26. TERMINATION

The City shall have the right to terminate this Contract, in whole or in part, with or without cause, and for its convenience, upon five (5) days written notice to the Vendor. In the event of termination, the City shall compensate the Vendor for all authorized work satisfactorily performed through the termination date under the payment terms set forth herein.

27. CONTRACT UTILIZATION

While this contract is being established for the City of West Palm Beach, Parks and Recreation Department, additional City departments may utilize this contract on an as needed basis. Any additional services purchased, will be in coordination with the City representative to maximize the benefits to the City.

RFQ 10-11-Q045

2011 Holiday Lights

REGISTRATION FORM

Proposers shall complete and return this form to the Procurement Official prior **5:00 P.M. EST, Friday, September 16, 2011 in order to receive addenda(s).**

It is the responsibility of the Bidder to ensure receipt of all addenda(s).

Name of Company: _____

Contact Person: _____ Title: _____

Street: _____ City: _____ State: _____ Zip: _____

Telephone :(_____) _____ Fax:(_____) _____

E-Mail Address: _____

services under this RFP will be paid to any employee of the City of West Palm Beach as a commission, kickback, reward or gift, directly or indirectly by me or any member of Proposer firm or by an officer of the corporation.

11. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated as proposed are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.

12. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

I certify or affirm that to the best of my knowledge and belief, the above statements are true.

Proposer Firm: _____

Officer's Name: _____ Title: _____

Signature: _____

AFFIRMED AND SIGNED before me this _____ day of _____, 2011

by _____ (*name*) as _____ (*title*) of

_____ (*Proposer firm*), and who is personally known to

me or produced _____

as identification.

Notary Public (Print and Sign Name)

Notary Stamp:

Print Name: _____

My commission expires: _____

In the event Proposer cannot execute this form as drafted, Proposer may substitute a similar Representations and Disclosure certifying to the facts applicable to the Proposer.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Non-Collusion and Public Entity Crime was acknowledged before me
this _____ (Date)

By: _____

_____ Who is personally known to me or

_____ Who has produced _____ as

identification and who (did/did not) take an oath.

Notary Public (Print & Sign Name)

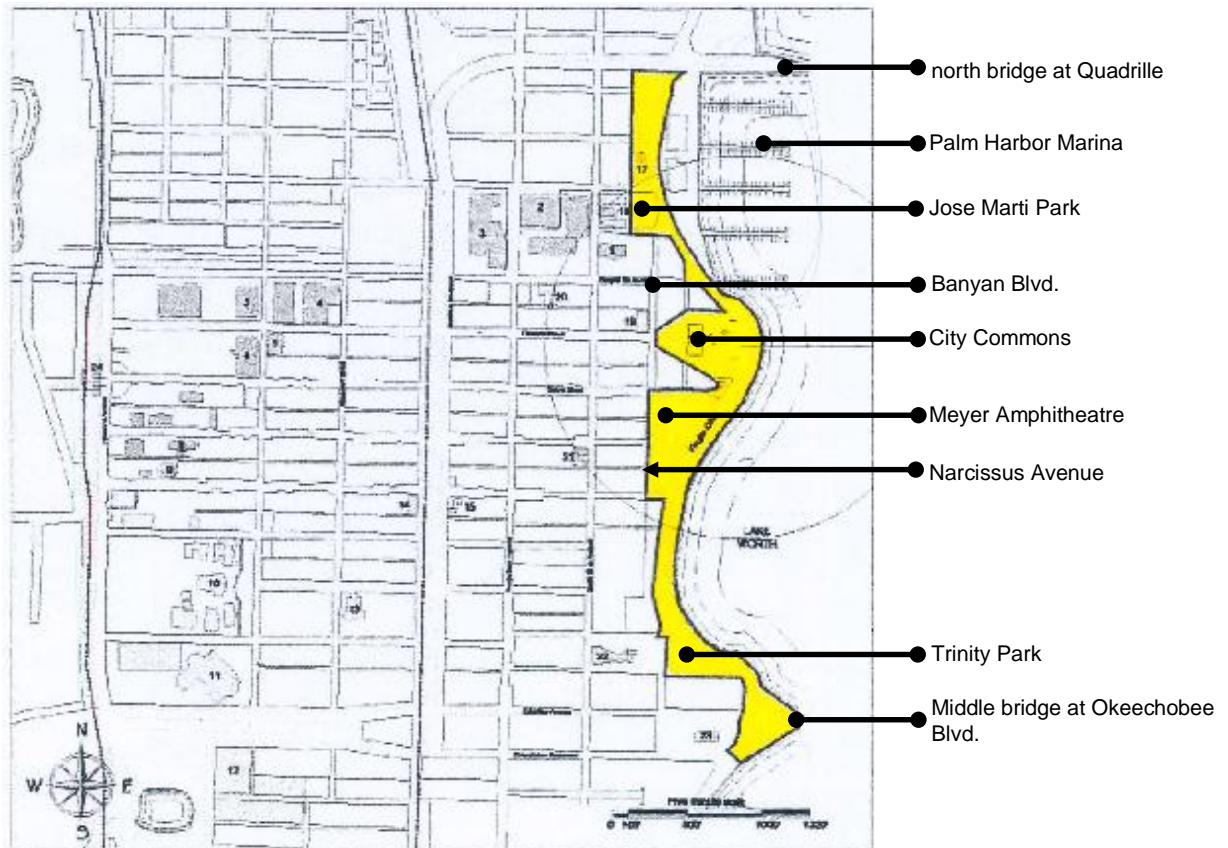
Commission No. _____

Attachment A

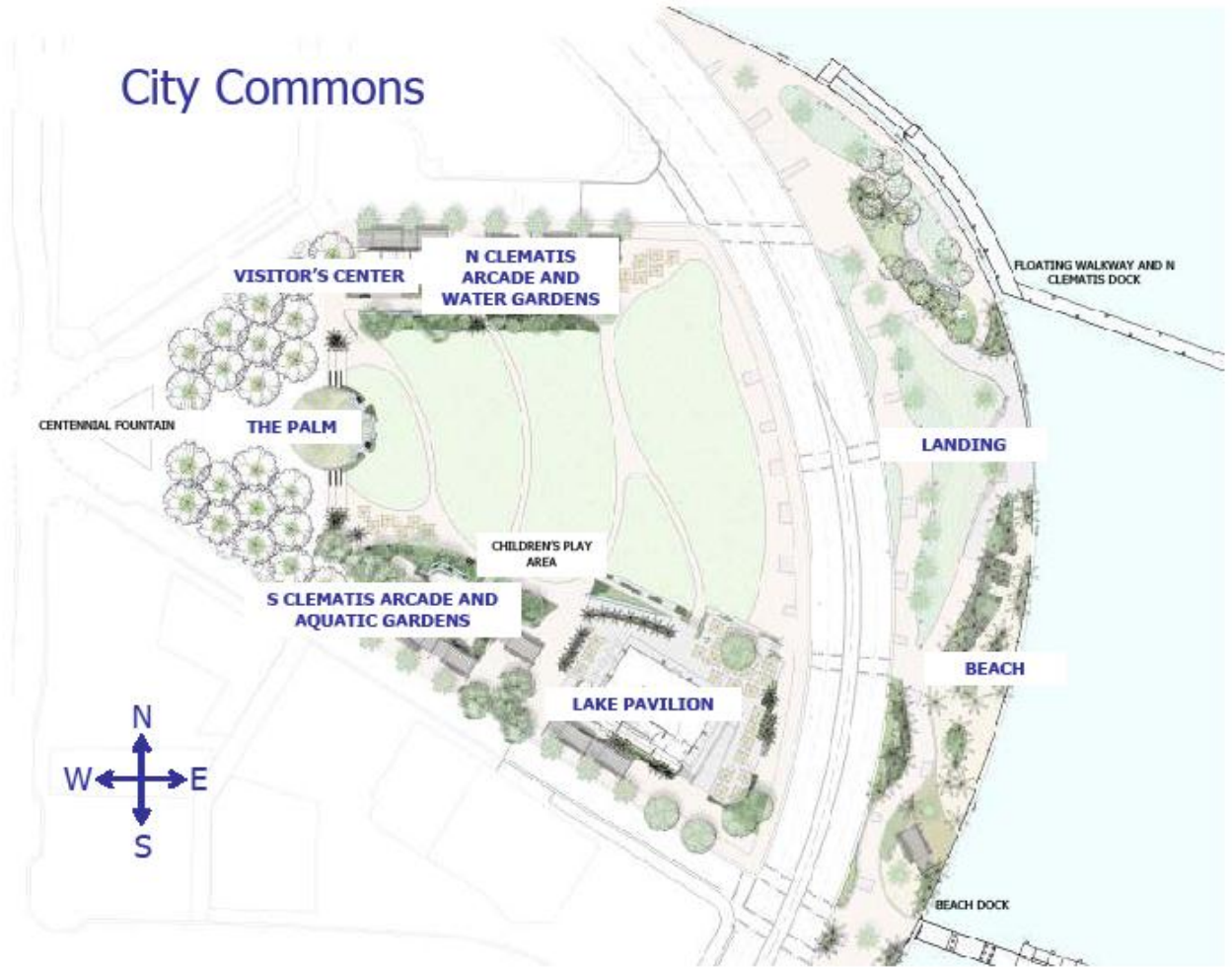
Map of the Waterfront
And Waterfront Commons

Downtown West Palm Beach

City Commons and Waterfront Promenade Boundaries



CITY COMMONS DETAILED SITE MAP



ATTACHMENT B

FEE SCHEDULE

Please describe and attach the design plan and cost under Attachment B. Add additional pages if necessary. All pricing must contain a unit cost and a total cost.

Description/Title:	Quantity	Unit Cost	Total
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____

Attachment C

References

Please provide three (3) references for similar or like work for this type of project and

Respondent/Firm Name:

Client Contact Name and Title: _____

Name of Client Company: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Dates of Performance: _____

Define scope of services provided:

Name of Staff that performed services:

Attach additional reference and supplemental information as needed.