

# MIAMI CHRISTMAS LIGHTS



City FTL Display 12321-795\_Holiday\_Lighting\_and\_Decor\_v3\_final  
August 29th 2019

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## 4.2.2 Executive Summary

South Florida Lighting Team, LLC, with DBA Miami Christmas Lights (MCL) was founded in 2008 to bring fresh innovative designs and better décor management to the holiday industry in South Florida. MCL's complete décor management service, coupled with our world-class design team has fueled MCL's growth, doubling almost every year since inception. Having serviced thousands of municipal and commercial properties around the state over the years, we are excited to begin our 12th season. We look forward to working with the City of Fort Lauderdale to help them develop world-class displays and provide superior holiday decor service.

Our team is no stranger to large projects including several municipalities, event venues, resorts and casinos among other commercial properties throughout the State of Florida. As the current contractor for many municipality holiday décor programs, MCL has unique experience to successfully execute this RFP. Our customers consist of a diverse portfolio that demands the best and each require unique holiday décor, project management and support.

MCL specializes in creating world-class displays and executing the ideas developed. Having a highly skilled team of designers, has enabled MCL to produce spectacular results with projects that rely heavily on new design concepts. Once new design ideas are completed the team creates 2D and 3D renderings to be submitted to the client for approval. MCL leads the competition by integrating new and innovative technologies into our displays; boasting the superior design talent and the utilization of new technologies. After client approval of the new designs, MCL's fabrication team will bring the vision to life in our state-of-the-art production facilities. Our professional installers will construct and install the display, then continually service it throughout the season ensuring it is in pristine condition. After the season is over, MCL removes the décor, fully refurbishing and preparing for next season. Complete décor management from MCL makes the holidays as easy as possible with minimal involvement from our clients.

### **Miami Christmas Lights Office Location**

1167 NW 159th Dr Unit A  
Miami Gardens, FL 33169

MCL has the management team in place to ensure successful holiday projects. Kurt Stange, the company President, works endlessly with the senior management team to ensure all parts of the project are coordinated. With an Operations Account Manager (OAM) assigned to each project, MCL has the detailed approach to guarantee success. Our field crew is highly trained and directed by on site field managers to install MCL's specific products. Each day after installation, the OAM inspects the installations to guarantee perfection. When the project is complete, MCL's senior management team examines the display ensuring a completed and working display. Once the project is live, the OAM works closely with our round the clock maintenance team, checking the display to monitor performance. By allocating a single OAM to each project, MCL can guarantee the project's success.

### **Key Personnel**

Kurt Stange - President  
Carlos Socorro - Operations Manager  
Edwin Santa - Director of Design and Fabrication  
Rashad Delancy - Operations Account Manager

All above referenced staff work out of MCL's corporate office at that Miami Gardens location

### **Key Elements of the Proposal**

Company Background

Identification of key personnel and staff who will run the City of Ft Lauderdale-Sistrunk Holiday Décor Project.

Identify the company experience and qualifications, including descriptions of similar projects in scope and size.

Understanding and identifying the City's scope of work, identifying the products and services MCL is to provide and how MCL is going to provide it. The creation of new décor designs and renderings of the designs at the City's required locations.

Installation, maintenance and removal Costs

## 4.2.3 Experience and Qualification

MCL was founded in 2008 to bring imaginative and innovative designs and superior décor management to the holiday industry in South Florida. Having serviced thousands of municipal and commercial properties around the state over the years, we are excited to begin our 12th season of installing and looking forward to developing world-class displays and providing superior holiday decor services to our clients! MCL has the experience and capabilities to provide the holiday decor scope of work requirements as stated in the RFP for the City of Fort Lauderdale display.

Below are some details of past and present projects for agencies of similar size and scope, including information on MCL's ability to meet time and budget requirements:

### **Brickell World Center**

#### Project Description and Scope:

In 2011, Brickell World Center wanted to create an iconic holiday display to be the center piece for the holidays in Miami. They solicited multiple local and national holiday display vendors and challenged them to create a Rockefeller style experience for the Miami area. Miami Christmas Lights was honored and excited to be part of the solicitation and sprang into action challenging our design and manufacturing team to come up with a display so iconic that it would have the same sentiment as the Rockefeller plaza in New York.

After a thorough investigation into the structural limitations of the building and countless display options, Miami Christmas Lights created an interactive display experience anchored with an iconic 40' wreath on the side of the building. Exceeding their wildest expectations, Brickell World Center loved the vision and awarded the project to MCL. The Brickell wreath tradition was born!

Now that the project was selected, MCL had very limited time to execute in the structural engineering, manufacturing and installation of the project. In less than 90 days from the award date to the lighting event, MCL works tirelessly around the clock to ensure every detail of the project was complete on time.

When the wreath display was finally complete, it weighed over 5,000 pounds, was lit with over 10,000 LED lights and required a 200-ton crane to lift and attached to the building. The display was so overwhelmingly spectacular, it was featured on national television, written about in local and national news outlets as well as featured all over social media. The display has become so famous that now the residents of Brickell do not feel Christmas is here until the wreath is up and lit.

Through innovative, creative design, exceptional manufacturing and execution, MCL has created a Rockefeller style tradition for Miami. This project was first launched in 2011 and has been consistently growing every year since. It has become a true centerpiece of the Miami community for the holidays. MCL was able to exceed our customer's expectations by creating a world class display, installing it flawlessly each year and maintaining the product in pristine condition, all while ensuring their annual costs are within their projected budget.

### **Gulfstream Park**

#### Project Description and Scope:

Gulfstream Racetrack and Casino is considered the most prolific of all gaming properties in South Florida. It boasts a unique combination of residential properties, retail venues and gaming entertainment. Gulfstream wanted to drive new business to their property after a massive expansion, and reached out to MCL to design a custom display. Included in the freshly designed holiday display, MCL designed a 50' RGB holiday tree display complete with gorgeous décor and programmed RGB lighting synchronized to music. RGB lights have 3 chips in each lamp, enabling them to change up to 500 different colors, and change the tempo of lights at will. By integrating a computer with proper programming, music can be coordinated with the lights to produce a spectacular light

show.

To coordinate the hundreds of data lines throughout the tree properly, and synchronizing the software on the computer to the tree required a full time staff with the know-how and experience to accomplish such a complicated and difficult task. Gulfstream's project was so successful that the City of Hallandale Beach awarded them the 1st place for holiday lights. With each year, Miami Christmas Lights continues to add elements to their project, ensuring it has an exciting fresh look! Providing the 50' RGB holiday tree with syncing musical programs and lighting shows is a challenging task to create, produce and maintain. MCL was able to bring the project in on time for Gulfstream Park and in budget for the past several years.

### **Hard Rock Hotel & Casino**

#### **Project Description and Scope:**

The Hard Rock Hotel and Casino is the flagship property of a large stable of casinos owned and operated by the Seminole Native American Tribe. The casino is in the top 5 revenue producers in the world; producing larger revenue than the top casinos in Las Vegas, Connecticut, and Macau, China. Creating a holiday display for this venue was an immense challenge. Hard Rock's goal for the property was to drive additional guests through viral, social media sharing of its holiday display.

Through the sheer imagination, hard work and dedication of the MCL Design Team, MCL was able to create unique and iconic holiday rock'n roll display, complimented with beautifully themed holiday trees. The project was awarded late in the season, and the window for manufacturing custom made décor was extremely tight, but, MCL personnel persevered and were able to produce all the display décor for all the venues and have it installed in time for the casino's timetable of events. The décor was placed in key high traffic areas throughout the hotel public areas and casino venues.

The Rock'n Roll holiday display was such an attraction it was featured all over social media, in the Miami Herald and in several news articles. MCL tracked social media posts and counted over a thousand posts throughout the season of just the one display. The display was an overwhelming success and has become an annual tradition for the property where guests look forward to the display each year.

### **City of Sunny Isles**

#### **Project Description and Scope:**

The City of Sunny Isle beach holds an annual holiday lighting event to kick off the holiday season for their residents and tourists. In 2013, they decided to change the location of the event to their newly renovated Heritage Park. The City had come to the realization that as their event and community grew, their internal staff no longer had the knowledge, time and expertise to support the event. The decision was made to turn over the responsibility of the design, installation and maintenance of the holiday lights to a professional company.

Miami Christmas Lights jumped at the opportunity to work with such a prestigious city and wonderful staff on this project. The City allowed our team to design several options for the park and together selected a beautiful display that was within their budget. Miami Christmas Lights custom-made a starry skyline to suspend across their front stage where the event was to be held, as well as a 30 foot tall light tree installed on the roof of a pavilion. MCL also designed, manufactured, installed, maintained and removed a custom build sandcastle iconic display that promoted the City of Sunny Isles Beach. Our designers also included wrapping all the Medjool palms with injection molded LED lights to give the park a holiday radiance the entire community could enjoy.

After the design was completed, our installation team jumped into action and installed the entire project in five hours one afternoon. Our staff returned to test the lights the day of the lighting ceremony and provided a lighting technician during the festivities just in case something went wrong. The sandcastle display was so popular, it was found all over social media and on travel sites like Trip Advisor. The event and display was an overwhelming success and has become a tradition for the City.

Miami Christmas Lights has completed all projects for the City of Sunny Isle Beach at or below the budgeted amount and always

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**Exhibit 3**

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before the deadline.

### **Commitment to Conservation**

Miami Christmas Lights prides itself on sustainability and has many practices dedicated towards conservation. From the recycling of paper in our offices, to the minimization of waste and the recycling of any material in constructing our projects where possible. When our design team is contemplating a new project, they always design new décor with the idea of using biodegradable material where possible, and always build a product that is long-lasting. MCL was also the first holiday decor service company to convert all of its lighting to LED, reducing energy consumption by 90%. Our world is shared and MCL strives to be a leader in conservation to provide generations of sustainable living.

### **Business Structure**

South Florida Lighting Team, LLC DBA Miami Christmas Lights was incorporated on 10-30-2008 and is registered as a legal entity in the State of Florida.

### **Miami Christmas Lights Company Address**

1167 NW 159th Dr Unit A  
Miami Gardens, FL 33169

Contact Person: Kurt Stange

Contact Number: 305-908-8000 Ext. 500

Fax Number: 305-908-8000

Email Address: [kurt@miamichristmaslights.com](mailto:kurt@miamichristmaslights.com)

Web Address: [www.miamichristmaslights.com](http://www.miamichristmaslights.com)

Miami Christmas Lights, including management, technical and support staff, runs with approximately 25 personnel during the off-season. MCL can run with up to 200 employees during the height of the season.

Miami Christmas Lights does not require any licensing.

Miami Christmas Lights has had the pleasure of servicing the City of Fort Lauderdale's Las Olas portal developing the sandman concept and executing all sandman displays for the City. During which time, MCL has gained an intimate understanding of the area, its residents, unique environmental conditions, and best installation methods. This unique knowledge is critical to providing the best service to the City while minimizing the impact of installation to the community. No other vendor has the same intimate knowledge or created the foolproof installation plan and methods.

Based on this knowledge, MCL knows the exact equipment, installation time and locations to execute the project with minimal impact on the community. Once the project is installed, MCL has proprietary information on the exact amount of maintenance needed and most importantly, when to preform that maintenance. This experience is invaluable to ensuring a smooth, successful holiday project.

## 4.2.4 Approach to Scope of Work

MCL understands that the City of Ft. Lauderdale and Las Olas beachfront area are a culturally diverse, tourist centric and historic part of the community. Having worked with the City of Fort Lauderdale, providing their holiday display in the past, MCL understand the unique environmental issues and the level of construction required to successfully deter vandalism as well as survive the harsh marine environment. MCL believes the City of Ft. Lauderdale desires displays that will encourage photographs to be shared throughout social media promoting the City and the Beach, driving both locals and tourists alike to visit this stunning area.

The MCL team is no stranger to large holiday display projects including several municipalities, event venues, resorts, casino and hotel facilities. As the current vendor for many municipality holiday décor programs, MCL has unique experience to successfully implement the scope of work as prescribed in this RFP. Working closely with City staff, MCL will create a detailed installation schedule and review power options onsite to identify any adjustments that are needed from the City. When the installation date occurs, MCL will have sufficient management on site to ensure the installation is done efficiently and correctly. We believe advanced planning proactively solves all problems and invests heavily in pre-installation process.

Each account is assigned to the Operations Account Manager (OAM) that is operationally (Installation, maintenance, and removal) responsible for the complete project. By allocating one person to focus on this project, the OAM will become intimately familiar with all aspects of the project and property to ensure a successful display. MCL's operations team, led by the Operations Manager and supported by the OAM is comprised of over 200 members during peak season and operates 24 hours a day, 7 days a week. MCL owns all their equipment to ensure full access whenever needed.

MCL's vision for the Las Olas portal and parks to provide world class displays to promote the Fort Lauderdale lifestyle to draw visitors to the area, supporting the local economy. Through unique, locally inspired designs and professionally created displays, MCL has been able to create displays that are viral on Social Media. One such project is the 600 Brickell wreaths. The 40' wreath, hanging 120' in the air has been filmed on TV during nationally broadcast sporting events, written about in newspapers and magazines, as well as scattered all over social media. It truly has become a tradition of the community and brings thousands of people to the site each year for photos. MCL will create a similar holiday attraction for the City of Fort Lauderdale, bringing people from all over to enjoy and photograph the display!

**Design plan, diagrams and renderings of the projects are included at the end of this document.**

### **Scheduling Methodology**

MCL is extremely sensitive to timelines as time is what is needed to ensure a successful project. Below is an outline of the proposed timeline for the Sistrunk project:

1. Day 1 - Review and confirm timeline of project
2. Day 1 - Begin fabrication of project
3. Day 26 - Complete installation plan and testing of all local power supplies
4. Day 90 - Complete fabrication of display
5. Day 90 - 97 - Installation, testing and continual maintenance of displays
6. 1.4.20 - 1.6.20 - Removal of display

NOTE: As required in the RFP, MCL understand and is able to complete the entire project within 120 days of Notice to Proceed by City.

MCL has technical teams as well as numerous trucks, lift trucks and other equipment. Our installation plan will include Installing the displays on Mondays, Tuesdays and Wednesdays only to minimize the impact of the construction to the community. The installation will be overseen by our President, Kurt Stange, Director of Design and Fabrication, Edwin Santa, supervised in the field by the Operations Account Manager, Rashad Delancy, and managed by Operations Manager, Carlos Socorro. As the installation is

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**Exhibit 3**

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progressing, the MCL team will be in communication with personnel from the City to make sure all work is completed with minimal interference with the daily traffic of the area. Once the installation is completed, our maintenance team will check the display to ensure everything is working properly.

### **Maintenance**

Most importantly, MCL is extremely pro-active in its maintenance program. Well prepared maintenance crews will visit the City of Ft Lauderdale holiday décor displays frequently which will ensure consistent proper function of the display. By visiting the site daily, MCL will discover and correct rare issues quickly, ensuring a beautiful display to the community. MCL has operates a 24 hour a day, 7 days a week maintenance staff to address unexpected service requirements, should they come up. Our maintenance response time is the fastest in the industry.

If any malfunction is noticed by the City, MCL has launched a new inline service reporting software that allows customers to upload photographs of the malfunction immediately. This new system tracks the hours displays are down and ensure speedy corrections being able to understand the disruption through pictures. Our tech supervisors monitor this system constantly to create a quick and timely response to our clients' needs.

### **Facility**

Our 15,000 square foot, climate-controlled office; warehouse and fabrication facility is easily capable of successfully executing all aspects of this project. MCL has a fleet of various vehicles, bucket trucks and various equipment ensuring the right tool for the job. Our staff of over 200 during the season operates around the clock, 7 days a week allowing MCL to install décor at the most optimal times. Based on client needs, MCL has developed an operational expertise in large, multi-location displays and built internal structure to execute these complex displays seamlessly.

MCL operates numerous trucks, equipment and installation teams during the holiday season out of our 15,000 square foot warehouse office facility in Miami Gardens. The close proximity to the Las Olas area is key for quick maintenance responses and efficient installation. Over the years, MCL has built proprietary installation management software and converted our entire operations to a paperless, digital environment. This allows management to have access to real-time data to understand project flows and proactively solve issues before they arise. This proprietary software has enabled MCL to have a 98.7% live rating for our displays. MCL has also invested in product development having several patented projects like our Laborless Lights. This system reduces installation errors, maintenance and improves consistency. This is a product that has become so popular with other installation companies that MCL has begun selling this item.

Our current workload represents 77% of our maximum capacity based on the current equipment and staffing. Adding the Las Olas project workload to our current book of business will increase our workload approximately 4%. This will bring our 2019 workload up to 81% ensuring MCL has the resources to successfully execute the project. MCL operates on a first come first serve basis. When our resources reach a maximum of 100% accounted for, MCL no longer takes on new accounts, with their sole focus on executing the accounts contracted and keeping our service promises.

### **Management**

MCL has a fully staffed, professional, long term management team in place. Our management structure ensures that individual managers have sufficient authority to get projects completed properly and on time, with upper management overseeing the process to ensure nothing is missed. We have found this structure to be extremely successful to ensure details are not missed and onsite project managers have enough decision power to get the job done properly and on time.

## 4.2.5 References

### **Hard Rock Hotel & Casino**

Susan Renneisen-VP of Community Affairs & Special Events

1 Seminole Way

Hollywood, FL 33314

Phone: 954-444-2184

Email: [Susan.renneisen@seminolehardrock.com](mailto:Susan.renneisen@seminolehardrock.com)

Project Budget: Confidential – available upon request

Contracted Years: 3 - 2016 - 2018

#### Project Description and Scope:

The Hard Rock Hotel & Casino is the flagship property of a large stable of casinos owned and operated by the Seminole Native American Tribe. The casino is in the top 5 revenue producers in the world; producing larger revenue than the top casinos in Las Vegas, Connecticut, and Macau, China. Creating a holiday display for this venue was an immense challenge. The goal of the property was to bring in additional business, promote their property on social media and create a fabulous holiday feeling of spirit throughout the property for their guests.

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The Rock'n Roll holiday display was such an attraction it was featured all over social media, in the Miami Herald and in several news articles. MCL tracked social media posts and counted over a thousand posts throughout the season of just the one display. The display was an overwhelming success and has become an annual tradition for the property where guests look forward to the display each year.

Installation began in October and taken down in January.

### **Brickell World Center**

Ilene Munoz

600 Brickell Ave

Brickell, FL

Phone: (305) 384-7171

Email: [imunoz@elmspringinc.com](mailto:imunoz@elmspringinc.com)

Project/Actual Budget: Confidential - available upon request

Years Contracted: 2011 – 2022

#### Project Description and Scope:

In 2011, Brickell World Center wanted to create an iconic holiday display to be the center piece for the holidays in Miami. They solicited multiple local and national holiday display vendors and challenged them to create a Rockefeller style experience for the Miami area. Miami Christmas Lights was honored and excited to be part of the solicitation and sprang into action challenging our design and manufacturing team to come up with a display so iconic that it would have the same sentiment as the Rockefeller plaza in New York.

After a thorough investigation into the structural limitations of the building and countless display options, Miami Christmas Lights created an interactive display experience anchored with an iconic 40' wreath on the side of the building. Exceeding their wildest expectations, Brickell World Center loved the vision and awarded the project to MCL. The Brickell wreath tradition was born!

Now that the project was selected, MCL had very limited time to execute in the structural engineering, manufacturing and installation of the project. In less than 90 days from the award date to the lighting event, MCL works tirelessly around the clock to ensure every detail of the project was complete on time.

When the wreath display was finally complete, it weighed over 5,000 pounds, was lit with over 10,000 LED lights and required a 200-ton crane to lift and attached to the building. The display was so overwhelmingly spectacular, it was featured on national television, written about in local and national news outlets as well as featured all over social media. The display has become so famous that now the residents of Brickell do not feel Christmas is here until the wreath is up and lit.

Through innovative, creative design, exceptional manufacturing and execution, MCL has created a Rockefeller style tradition for Miami. This project was first launched in 2011 and has been consistently growing every year since. It has become a true centerpiece of the Miami community for the holidays. MCL was able to exceed our customer's expectations by creating a world class display, installing it flawlessly each year and maintaining the product in pristine condition, all while ensuring their annual costs are within their projected budget.

Installation began in October and taken down in January.

#### **City of Sunny Isles Beach**

Susan Simpson

Heritage Park-1900 Collins Ave

Sunny Isles Beach, FL 33160

Phone: 305-792-1706

Email: [ssimpson@sibfl.net](mailto:ssimpson@sibfl.net)

Project/Actual Budget: \$73,028.75

Years Contracted: 6 years 2013 - 2018

#### **Project Description and Scope:**

The City of Sunny Isle beach holds an annual holiday lighting event to kick off the holiday season for their residents and tourists. In 2013, they decided to change the location of the event to their newly renovated Heritage Park. The City had come to the realization that as their event and community grew, their internal staff no longer had the knowledge, time and expertise to support the event. The decision was made to turn over the responsibility of the design, installation and maintenance of the holiday lights to a professional company.

Miami Christmas Lights jumped at the opportunity to work with such a prestigious city and wonderful staff on this project. The City allowed our team to design several options for the park and together selected a beautiful display that was within their budget. Miami Christmas Lights custom-made a starry skyline to suspend across their front stage where the event was to be held, as well as a 30 foot tall light tree installed on the roof of a pavilion. MCL also designed, manufactured, installed, maintained and removed a custom build sandcastle iconic display that promoted the City of Sunny Isles Beach. Our designers also included wrapping all the Medjool

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palms with injection molded LED lights to give the park a holiday radiance the entire community could enjoy.

After the design was completed, our installation team jumped into action and installed the entire project in five hours one afternoon. Our staff returned to test the lights the day of the lighting ceremony and provided a lighting technician during the festivities just in case something went wrong. The sandcastle display was so popular, it was found all over social media and on travel sites like Trip Advisor. The event and display was an overwhelming success and has become a tradition for the City.

Our corporate culture is built on customer service and we will do whatever it takes to ensure our clients have a pleasurable experience, even if it means working nights and weekends.

Installation began and was completed in November.

## 4.2.6 Minority/Women (M/WBE) Participation

Miami Christmas Lights is not a certified minority business enterprise as defined by Florida Small and Minority Business Assistance Act of 1985, Miami Christmas Lights does not qualify for M/WBE.

## 4.2.7 Subcontractors

Miami Christmas Lights does not utilize sub-contractors, and will not use them in the term of this contract.

## 4.2.8 Required Forms

All required forms have been submitted digitally through Bidsync as required and intentionally omitted from this bid packet.





# Renderings of Project

## Option 1 - Aloha Olan and his holiday gifts

Remember how much fun it is to travel to the warm beaches from the cold weather? Aloha Olan has just arrived from the frigid north and is ready for a vacay in his holiday themed tropical shirt and luggage. His carry on is illuminated with "Fort Laderdale Beach" ensuring everyone who snaps sees him on his Instagram page will know what he is up to and where to find him! This eye catching, tourist inspired iconic display is sure to attract attention, encourage pictures and share Olan all over the world! Lets take a trip to Fort Laderdale Beach, its amazing here for the holidays!

# Renderings of Project

## Option 1 - Aloha Olas and his holiday gifts

Remember how much fun it is to travel to the warm beaches from the cold weather? Aloha Olas has just arrived from the frigid north and is ready for a vacay in his holiday themed tropical shirt and luggage. His carry on is illuminated with "Fort Laderdale Beach" ensuring everyone who snaps sees him on his Instagram page will know what he is up to and where to find him! This eye catching, tourist inspired iconic display is sure to attract attention, encourage pictures and share Olas all over the world! Lets take a trip to Fort Laderdale Beach, its amazing here for the holidays!

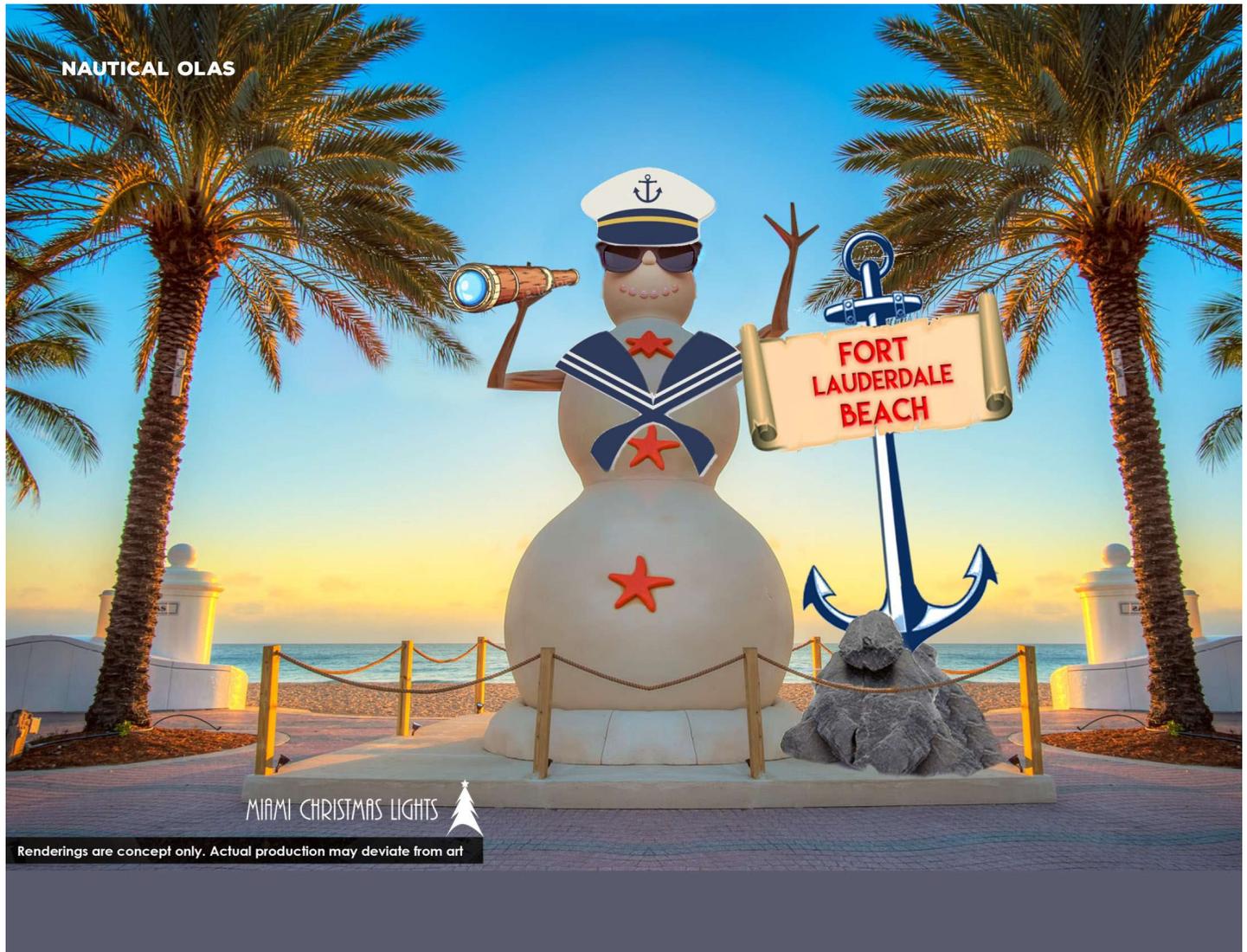


Aloha Olas brought presents to share! These stunning walk-through presents are sure to spread the holiday cheer and show that Fort Lauderdale Beach is in the spirit! Complimented with a "Happy Holidays" sign and an illuminated signature gift tag with "Fort Lauderdale Beach" these larger than life presents will demand pictures with loved ones! The products is made of durable, painted steel and aluminum and accented with lights to create a stunning evening display.



## Option 2 - Nautical Olas and the beach ornaments

What is more Fort Lauderdale Beach than a nautical Olas, right from his most recent voyage?! Nautical Olas is dressed in charming nautical attire and is looking for his next holiday destination with his scope. Oh wait! There it is, "Fort Lauderdale Beach" is a great place to *anchor* down for the holidays! Horay, Nautical Olas has arrived and is ready to spread the holiday cheer! Watch our for the commotion as everyone will be gathering with Olas, snapping pictures and sending to their friends. Soon Fort Lauderdale Beach may be a bit busy as Nautical Olas always draws a crowd!



Nautical Olan brought some nautical inspired walk-through ornament displays to ensure the City has a great holiday. Each option features ocean inspired elements such as waves and starfish! What better way for Fort Lauderdale to say happy holidays than with an oversize walk-through illuminated ornament!?

\*Either option is available to the City at the same cost.



OCEAN ORNAMENTAL



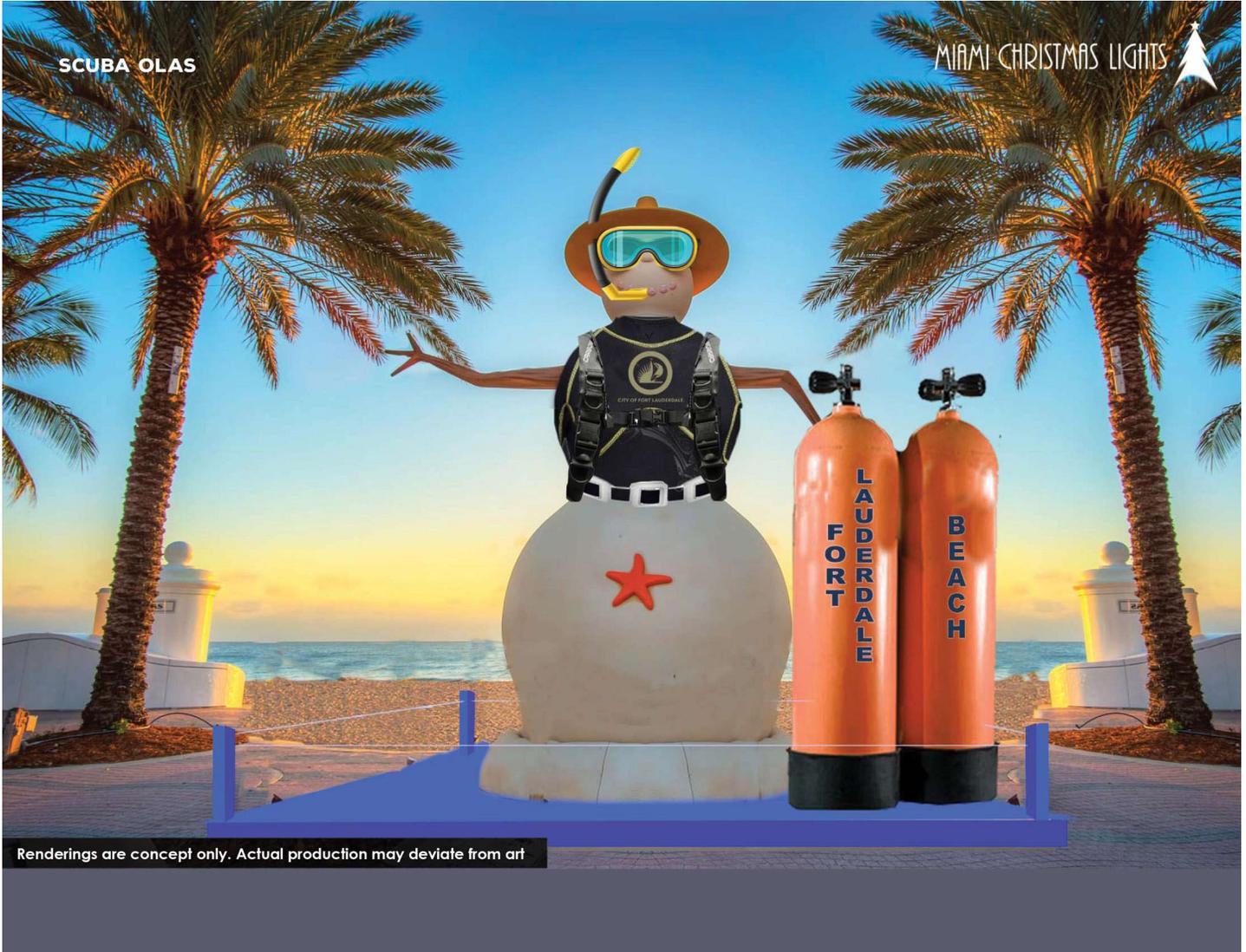
MIAMI CHRISTMAS LIGHTS



Renderings are concept only. Actual production may deviate from art

### Option 3 - Scuba Olas and his sparkling whimsical ornaments

Where else in the US can you go play in the warm ocean water during the holidays? Scuba Olas knows the best place, Fort Lauderdale Beach! He is ready to take a dive in the tropical water and send some lovely pictures back to his friends freezing back home! Scuba Olas has two Scuba tanks, large enough to even let him dive, branded with the illuminated "Fort Lauderdale Beach" text! The base of the display is transformed blue to show use that Scuba Olas is ready to dive in!



Scuba Oas wouldn't be complete with out bringing some additional holiday cheer to the Beach! Scattered throughout the park are two beautiful artistic walk-through ornaments featured in the City of Fort Lauderdale's colors. The oversize walk-through ornaments are sure to generate thousands of photo opportunities and brighten up the new park for the holidays!

**ARTISTIC ORNAMENT**



MIAMI CHRISTMAS LIGHTS



Renderings are concept only. Actual production may deviate from art

## Option 4 -Fisherman Olas and the Golden Arch

What to do in Fort Lauderdale Beach in December? Let's go FISHING!!! Fisherman Olas is visits Fort Lauderdale beach each holiday season and is ready to fight the big one on the water! With the beautiful sun out, his trusty fishing pole and fishing vest, Fisherman Olas is ready to go have a day on the water. When he catches the big one, Fisherman Olas will be sure to weight it on the fishing post next to him branded with an illuminated "Fort Lauderdale Beach" sign. Thousand will gather to get their picture of "the big snowman" this holiday season with Fisherman Olas! When others are ice fishing, Fisherman Olas is enjoying the wide open, tropical ocean off Fort Lauderdale Beach while he waits for "The Blg One" to bite!



Fisherman Olas brought his Golden Arch illuminated ornament to help brighten the City for the holidays. This oversize ornament, branded with "Fort Lauderdale Beach" text is sure to bright the holidays and encourage the family Christmas card to be taken here!

**GOLD ARCH ORNAMENT**



# Financial Quote

## Option 1 - Aloha Olas and his holiday gifts

Proposer Name: Miami Christmas Lights:-

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

### Notes:

Annual modifications (new activity) of Snowman must be included in proposal cost, no additional charge will be allowed. Also all labor, installation, removal and maintenance must be included in annual cost).

1. Snowman Display (Annual Lease)	<u>\$89,820.00</u>
2. Dimensional Displays (Quantity 2) (Annual Lease)	<u>\$24,820.00 x 2 = \$49,640.00</u>
<b>Total Annual Project Cost</b>	<b><u>\$139,460.00</u></b>

### Submitted by:

Kurt Stange

Name (printed)



Signature

8/27/2019

President

Date

Title

**Option 2 - Nautical Olas and the beach ornaments**

Proposer Name: Miami Christmas Lights:

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

**Notes:**

**Annual modifications (new activity) of Snowman must be included in proposal cost, no additional charge will be allowed. Additionally all labor, installation, removal and maintenance must be included in annual cost).**

- 1. Snowman Display (Annual Lease) \$79,820.00
  
- 2. Dimensional Displays (Quantity 2) (Annual Lease) \$19,931.00 x 2 = \$39,862.00  
 \*Both options are the same cost to client.

**Total Annual Project Cost \$119,682.00**

**Submitted by:**

Kurt Stange

Name (printed)

  
Signature

8/27/2019

President

Date

Title

**Option 3 - Scuba Olas and his sparkling whimsical ornaments**

Proposer Name: Miami Christmas Lights:

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

**Notes:**

**Annual modifications (new activity) of Snowman must be included in proposal cost, no additional charge will be allowed. Additionally all labor, installation, removal and maintenance must be included in annual cost).**

<b>1. Snowman Display (Annual Lease)</b>	<b><u>\$79,820.00</u></b>
<b>2. Dimensional Displays (Quantity 2) (Annual Lease)</b>	<b><u>\$9,982.00 x 2 = \$19,964.00</u></b>
<b>Total Annual Project Cost</b>	<b><u>\$99,784.00</u></b>

**Submitted by:**

Kurt Stange

Name (printed)

  
Signature

8/27/2019

President

Date

Title

**Option 4 - Fisherman Olas and the Golden Arch**

Proposer Name: Miami Christmas Lights:

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

**Notes:**

**Annual modifications (new activity) of Snowman must be included in proposal cost, no additional charge will be allowed. Additionally all labor, installation, removal and maintenance must be included in annual cost).**

<b>1. Snowman Display (Annual Lease)</b>	<b><u>\$59,820.00</u></b>
<b>2. Dimensional Displays (Quantity 2) (Annual Lease)</b>	<b><u>\$9,982.00 x 2 = \$19,964.00</u></b>
<b>Total Annual Project Cost</b>	<b><u>\$79,784.00</u></b>

**Submitted by:**

Kurt Stange

Name (printed)

  
Signature

8/27/2019

President

Date

Title

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 **BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 **PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- 1.08 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.10 **MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### 1.11 **SCRUTINIZED COMPANIES**

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc. v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc. v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

#### 1.12 **DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

### **PART II DEFINITIONS/ORDER OF PRECEDENCE:**

#### 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

#### 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

### **PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, and is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, records, and information submitted in response to the RFP, except for information that is exempt from disclosure under the Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law").

papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 **BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE CHIEF PROCUREMENT OFFICER, BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR OF FINANCE WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING URL: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>**

**THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING URL: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR)**

#### **PART IV BONDS AND INSURANCE:**

4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 **INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

**5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

**5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**5.18 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

**5.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

**5.20 PUBLIC RECORDS:**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be examined within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.

CAM 19-0949

Exhibit 3

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

## LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**

**[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPRPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)**

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

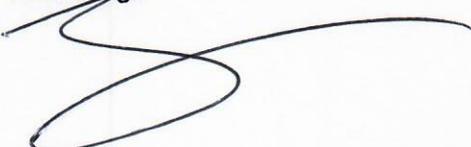
1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1) Business Name is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (2) Business Name is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (3) Business Name is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
- (4) Business Name requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
- (5) Business Name requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
- (6) **Miami Christmas Lights**  
Business Name is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: **Miami Christmas Lights**

AUTHORIZED PERSON:	COMPANY	<b>Kurt Stange</b>	<b>President</b>
		PRINTED NAME	TITLE
SIGNATURE:	<b>Kurt Stange</b>		DATE: <b>8/13/2019</b>



**BID/PROPOSAL CERTIFICATION**

**Please Note:** If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the Department of State, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: **Miami Christmas Lights**(Legal Registration) EIN (Optional):

Address: **1167A NW 159th Dr.**  
City: **Miami** State: **FL** Zip: **33169**

Telephone No. **305.908.8000**FAX No. **305.908.8000**Email: **kurt@miamichristmaslights.com**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): **90**

Total Bid Discount (**section 1.05 of General Conditions**): **0**

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**):

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	8.21.2019				

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDSYNC you must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

**Kurt Stange**  
Name (printed)

**8/13/2019**  
Date:

**Kurt Stange**  
Signature

**President**  
Title

A handwritten signature in black ink, consisting of a large, stylized 'S' shape with a horizontal line extending to the right.

## CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

**Miami Christmas Lights**  
Company Name

**Kurt Stange**  
Name (Printed)

**8/13/2019**  
Date

**Kurt Stange**  
Signature

**President**  
Title



**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME**

**RELATIONSHIPS**

Does Not Apply

Does Not Apply

kurt@miamichristmaslights.com



**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**Kurt Stange**  
Authorized Signature

**Kurt Stange - President**  
Print Name and Title

**8/13/2019**  
Date