

Christmas Designers



Masters Of Commercial Decorating

THE CITY OF DELRAY BEACH

ITB No.: 2017-058

Christmas Designers / Florida CDI, LLC

Leonard Schulz – Member

3124 NW 16th Terrace, Pompano Beach, FL 33064

P: (954) 973-4225 F: (954) 973-0914

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COMPANY NAME: Florida CDI, LLC / CHRISTMAS DESIGNERS

AUTHORIZED SIGNATURE:
7/25/2017

**SECTION 4
BID SUBMITTAL**

This Page and all following pages comprise your original Bid Submittal package. Also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

**INSTRUCTIONS
INSTRUCTIONS**

Submission of Bids electronically will be through a secure mailbox at BidSync (www.bidsync.com) until the Due Date and Time. Hard copy sealed Bids must be received on or before the Due Date and Time (local time) at the City of Delray Beach City Hall Front Lobby Reception Desk, 100 N.W. 1st Avenue, Delray Beach, Florida 33444. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays.

All Bids will be publicly opened at City Hall unless otherwise specified. Each Bid submitted to the City shall have the following information clearly marked on the face of the envelope: Bidder's name, return address, ITB number, due date for Bids, and the title of the Bid. Included in the package shall be one (1) hard copy original clearly identified as the "Original" that includes a signed original of the Solicitation Summary, one duplicate hard copy, and one (1) electronic version of the Bid on a compact disc (CD) or a Universal Serial Bus (USB) drive in a usable PDF format.

If the Solicitation Summary is not included in the package as a hard copy, the City may deem the Bid non-responsive. Bids must contain all information required to be included in the submittal, as described in this Solicitation.

Invitation to Bid No.: 2017-058

Title: CHRISTMAS TREE AND NORTH POLE VILLAGE ASSEMBLY
AND STORAGE, PROJECT NO. 17-062

Due Date and Time: July 25, 2017 @ 2:00PM

Florida CDI, LLC / Christmas Designers

Name of Bidder

**SECTION 4
PRICING SCHEDULE**

4.1 PRICES AND RATES

The Bidder shall indicate in the spaces provided, the firm and fixed prices and rates offered to the City for the goods and/or services described below.

ITEM	DESCRIPTION	Lump Sum ANNUAL PRICE
1.	Supply indoor air conditioned, bonded warehouse for storage of the Christmas Tree components and Village Structures	\$ 64,450.00
2.	Provide transportation from the bonded storage facility to the assembly site as well as from the assembly site to the bonded storage facility for the Christmas Tree and Village Structures	\$ 5,000.00
3.	Provide trailers at the tree assembly site and supervise personnel to load and off-load the tree branches and boxes into and from the trailers	\$ 1,000.00
4.	Provide all required maintenance and repairs for the Christmas Tree and Village Structures before assembly, during assembly, while erected during Christmas seasonal activities, and after disassembly	\$ 2,500.00
5.	Provide installation of Christmas Tree and the Village Structures inside the Christmas Tree which includes fluffing of tree branches and installation of holiday LED lights on the Christmas Tree branches	\$ 72,000.00
6.	Provide dismantling of the Christmas Tree and Village Structures and packing up all components after each Christmas season	\$ 18,000.00
7.	Equipment rental of a 100 ton crane service, picker, and forklift for the assembly and disassembly of the Christmas Tree and Village Structures	\$ 23,200.00
TOTAL BID PRICE		\$ 186,150.00

TOTAL BID PRICE IN LETTERS: one hundred eighty-six thousand, one hundred fifty

END OF SECTION 4

SECTION 5

MINIMUM QUALIFICATIONS

Each bidder shall submit information and documentation requested that confirms it meets the following qualification requirement(s). For the purposes of this ITB, a responsible Bidder is a Bidder that meets the minimum qualification requirements.

- i. Bidder is registered with the States of Florida, Division of corporations to do business in Florida. No documentation is required. The City will verify.
- ii. Bidder or its subcontractor must possess and provide a current valid General Contractor’s License issued by the Construction Industry Licensing Board, a Sheet Metal Contractor’s License issued by the Construction Industry Licensing Board, and/or a Structural Steel Erection Certificate issued by the Construction Industry Licensing Board of Palm Beach County.
- iii. Bidder has been in business for a minimum of five years prior to the due date for submission of bids. Provide supporting documentation (e.g. state, county, city business license; occupational license) that confirms Bidder has been in business for a minimum of five years.
- iv. Bidder has provided assembly, disassembly and/or storage services for large scale holiday decorations for a minimum of three clients in the past three years. Provide the following information for the three qualifying projects.
 - a) Project name and location
 - b) Client/Organization name
 - c) Contact name
 - d) Contact phone
 - e) Contact email
 - f) Project dates (Start/End)
 - g) Brief description of the work performed
- v. Bidder has submitted pricing on all the services specified in this ITB. No additional documentation is required. The City will verify from Bidder’s Bid.
- vi. Bidder has no reported conflict of interests in relation to this ITB. Disclose the name of any officer, director or agent who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder’s firm or any of its branches on the Conflict of Interest Form included in this ITB. If no conflicts of interest are present, Bidder must indicate on the Conflict of Interest Form.

END OF SECTION 4

**SECTION 5
ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated July 10, 2017

Addendum #2, Dated July 14, 2017

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Florida CDI, LLC / Christmas Designers

Firm Name



Signature

Leonard Schulz, Member

Name and Title (Print or Type)

7/25/2017

Date

**SECTION 6
BID SUBMITTAL SIGNATURE PAGE**

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:
Florida CDI, LLC / Christmas Designers

Street Address:
3124 NW 16th Terrace, Pompano Beach FL 33064

Mailing Address (if different than Street Address):


Telephone Number(s): 954-973-4225

Fax Number(s): 954-973-0914

Email Address: leonard@christmasdesigners.com; jorgen@christmasdesigners.com

Federal Employer Identification Number: 81-1802328

Prompt Payment Terms: 2 % 10 days' net 45 days

Signature: 
(Signature of authorized agent)

Print Name: Leonard Schulz

Title: Member

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 120 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 7
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the City if the Bidder is determined to be the lowest responsive and responsible Bidder.

- a. Conflict of Interest Disclosure Form
- b. Notification of Public Entity Crimes Law
- c. Notification of Public Records Law
- d. Drug-Free Work Place
- e. Non-Collusion Affidavit
- f. Sample Performance Bond Format (if required, will be requested from bidder recommended for award) DO NOT COMPLETE
- g. Sample Payment Bond Format (if required, will be requested from bidder recommended for award) DO NOT COMPLETE
- h. Sample Letter of Credit Format (if required, will be requested from bidder recommended for award) DO NOT COMPLETE

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Bidders must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

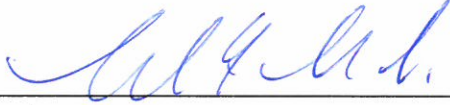
The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

Florida CDI, LLC / Christmas Designers
Firm Name


Signature

Leonard Schulz, Member
Name and Title (Print or Type)

7/25/2017
Date


NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Florida CDI, LLC / Christmas Designers

Firm Name



Signature

Leonard Schulz, Member

Name and Title (Print or Type)

7/25/2017

Date

**Notification of Public Records Law Pertaining to Public Contracts and Requests
for Contractor Records Pursuant to Chapter 119, Florida Statutes**

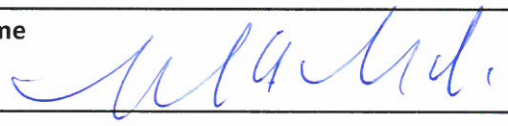
Pursuant to Chapter 119, Florida Statutes, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. Contractor shall 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 of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach 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 of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

Acknowledged:

Florida CDI, LLC / Christmas Designers

Firm Name



Signature

Leonard Schulz, Member

Name and Title (Print or Type)

7/25/2017

Date

DRUG-FREE WORKPLACE

Florida CDI, LLC / Christmas Designers is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Florida CDI, LLC / Christmas Designers

Firm Name



Signature

Leonard Schulz, Member

Name and Title (Print or Type)

7/25/2017

Date

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Broward

Before me, the undersigned authority, personally appeared Leonard Schulz, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is Member of Florida CDI, LLC / Christmas Designers, the Bidder that has submitted a Bid to perform work for the following:
ITB No.: 2017-058 Title: Christmas Tree and North Pole Village Assembly and Storage

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

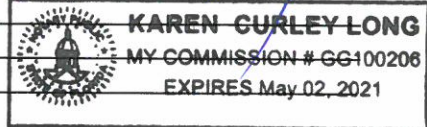
d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Signature]
Signature

Subscribed and sworn to (or affirmed) before me this 25th day of July 2017 by Leonard Schulz, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature [Signature]
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____



SAMPLE PERFORMANCE BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that - _____

(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and _____,
(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Delray Beach, Palm Beach County, Florida.

As Obligee, hereinafter called the City, in the amount of _____,
(\$ _____), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated _____, 20__, entered into Contract No. _____ with the City in accordance with the Solicitation specifications prepared by the City, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be and declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- a. Complete the Contract in accordance with its terms and conditions; or
- b. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the most responsible Bidder, or if the City elects, upon determination by the City and the Surety jointly of the most responsible Bidder, arrange for a Contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the City to Contractor under the contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of _____, 20__.

(Principal) (Seal)

(Witness)

(Title)

(Name of Insurer) Surety (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

SAMPLE PAYMENT BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that - _____

(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and _____,

(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Delray Beach, Palm Beach County, Florida.

As Obligee, hereinafter called the City, in the amount of _____,

(\$ _____), for the payment whereof, Contractor and Surety bind themselves, their

heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated _____, 20__, entered into Contract No. _____ with the City in accordance with the Solicitation specifications prepared by the City, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b) The Principal and Surety hereby designate and appoint _____

_____ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on

this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

d) This bond is given pursuant to and in accordance with the provisions of Florida Statutes, and all the provisions of the law referring to this character of bond as set forth in any sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of _____, 20__.

(Principal) (Seal)

(Witness)

(Title)

(Name of Insurer) Surety (Seal)

(Witness)

By: _____
(Attorney-in-Fact)

SAMPLE LETTER OF CREDIT FORMAT

LETTER OF CREDIT NO.: _____
ISSUANCE DATE: _____

APPLICANT:

{Name of Corporation} _____
{Address} _____
{City, State, Zip} _____

BENEFICIARY:

CITY OF DELRAY BEACH
100 N.W. 1ST AVENUE
DELRAY BEACH, FLORIDA 33444

FOR U.S.D. \$ _____
DATE OF EXPIRATION: _____

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. _____ IN FAVOR OF THE BENEFICIARY, THE CITY OF DELRAY BEACH, FLORIDA (HEREINAFTER "CDB") FOR THE ACCOUNT OF THE ABOVE-REFERENCED APPLICANT, AVAILABLE BY YOUR DRAFTS DRAWN ON (Insert name of Bank) PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF (Insert the amount of money), THE AMOUNT REFERENCED ABOVE.

DEMANDS OF THE LETTER OF CREDIT MUST BE ACCOMPANIED BY A STATEMENT FROM THE CITY MANAGER OF THE CITY OF DELRAY BEACH CERTIFYING EITHER: (1) THAT SAID LETTER OF CREDIT IS ABOUT TO EXPIRE AND HAS NOT BEEN RENEWED, OR (2) THAT WORK HAS NOT BEEN COMPLETED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND AGREEMENTS (INCLUDING ANY AMENDMENTS THEREOF) FOR THE FOLLOWING PROJECT: **{Name of Project}** _____ (THE 'PROJECT').

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED FOR PERIODS OF ONE YEAR FROM EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, WITHOUT ANY AMENDMENT, UNLESS THIRTY (30) DAYS BUT NO MORE THAN SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE WE SHALL NOTIFY CDB IN WRITING BY CERTIFIED MAIL RETURN RECEIPT REQUESTED, OR BY COURIER VIA HAND DELIVERY AT THE ABOVE-LISTED ADDRESS, THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THE CREDIT THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO **{Name of Bank}** _____ (THE 'BANK'), WHICH IS DULY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA IN ACCORDANCE WITH THE TERMS HEREOF. IF A DRAFT, AS DESCRIBED IN THIS LETTER OF CREDIT, IS PRESENTED PRIOR TO THE EXPIRATION DATE AND IN CONFORMITY WITH THE TERMS OF THIS LETTER OF

CREDIT AND UPON PRESENTATION IT IS WRONGFULLY DISHONORED BY THE BANK, THE BANK AGREES TO PAY REASONABLE ATTORNEYS FEES AND COSTS, INCLUDING FEES AND COSTS ON APPEAL, INCURRED BY THE CITY OF DELRAY BEACH TO ENFORCE THIS LETTER OF CREDIT SHOULD CDB PREVAIL.

DOCUMENTS MUST BE PRESENTED FOR PAYMENT TO:

{Name of Bank Branch} _____

{Address} _____

{City, State, Zip} _____

ATTN: **{Department}** _____

ALL DRAWINGS UNDER THIS LETTER OF CREDIT MUST BE ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT INSTRUMENT WHICH WILL BE RETURNED TO THE BENEFICIARY AFTER ENDORSING THE BACK OF SAME WITH THE AMOUNT OF EACH DRAWING BY US.

PARTIAL DRAWINGS ARE PERMITTED.

THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS CREDIT MUST BE ENDORSED ON THE REVERSE OF THE ORIGINAL CREDIT. ALL DRAFTS MUST BE MARKED "DRAWN UNDER **{Name of Bank}** _____ LETTER OF CREDIT NUMBER _____ DATED _____, 20__."

THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600", AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN THE LAW OF ANOTHER STATE OR COUNTRY AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. VENUE FOR ANY DISPUTES RELATING TO THE ENFORCEMENT OF THIS LETTER OF CREDIT SHALL BE PALM BEACH COUNTY, FLORIDA.

{Name of Bank} _____

BY: _____

{Name} _____

{Title} _____

**SECTION 8
SAMPLE AGREEMENT FORMAT**

Below is the standard agreement format for this Invitation to Bid. This is a sample agreement only and is subject to revisions. **DO NOT COMPLETE.**

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 20__, (the "effective date") by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and _____, a _____ corporation authorized to do business in Florida (hereafter referred to as "Contractor"), whose address is _____.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Invitation to Bid No. 2017-058, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid No. 2017-058, and the Contractor's response to the Invitation to Bid, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's Invitation to Bid, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444

Attn: City Manager
Email:

ii. with a copy to: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney
Email:

iii. As to the Contractor: _____

Attn.: _____
Email: _____

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

This term of this Agreement shall for five years and be from the effective date through _____, 20__, unless terminated earlier in accordance with terms set forth in the ITB.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: _____
Cary D. Glickstein, City Mayor

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
R. Max Lohman, City Attorney

CONTRACTOR

By: _____

Print Name: _____

Title: _____

WITNESS:

By: _____

Print Name: _____

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SECTION 9
EXHIBITS

Exhibit A – Bidder Questionnaire

EXHIBIT A – Bidder Questionnaire

1. Bidder's full and complete legal name including any dba.
Florida CDI, LLC / Christmas Designers
2. Organization Type (e.g., corporation, partnership, LLC).
Limited Liability Company, Partnership
3. Bidder's FEIN number.
81-1802328
4. Years in Business.
38 years in total
5. Address of Bidder's corporate headquarters.
3124 NW 16th Terrace, Pompano Beach, FL 33064
6. Address of Bidder's local office (if applicable).
N/A
7. Bidder's corporate office telephone number.
954-973-4225
8. Bidder's website URL address.
www.ChristmasDesignersFL.com
9. Bidder's primary representative and contact for this ITB.
Name and Title: Leonard Schulz, Member
Phone: 561-459-2434
Email: leonard@christmasdesigners.com; jorgen@christmasdesigners.com
10. Address of bonded, air-conditioned storage location Bidder proposes for storage of Christmas Tree if awarded.
South Florida Beyel Brothers Crane and Rigging Terminal
900 W 15th St, West Palm Beach, FL 33404
11. Number of years Bidder and/or its subcontractor have provided decoration installation, storage and or maintenance/repair services.
38 years
12. Names and titles of all officers, owners, or partners of Bidder's firm.
Kevin Long, Member
Leonard Schulz, Member
13. Any additional organizational information that Bidder wishes to supply regarding its organization.
We guarantee, as per Section 2.17, completion of the Work never will exceed thirty (30) calendar days after date of the Notice to Proceed (1st year date of delivery).
14. Name, address, and telephone number of surety company and agent who will provide the required performance bond on this project.
Florida CDI, LLC / Christmas Designers

Leonard Schulz
3124 NW 16th Terrace, Pompano Beach, FL 33064
954-973-4225

- 15. Subcontractor Information: Provide a list of the key subcontractors Bidder proposes to utilize and the type(s) of work to be performed by each. Include the following information for each.
 Full Legal Name: **Beyel Brothers Inc**
 Corporate Location (City/State): **Cocoa/Florida**
 Local Office (if applicable): **900 W 15th St, West Palm Beach, FL 33404**
 Years in Business: **+34 years**
 Type of work to be performed: **Transport, Crane work and Storage**

- 16. Identify the most recent project for large-scale, commercial decoration installation, maintenance and repair, and/or storage that Bidder and/or each of its key subcontractors have completed. Provide the following:
 Brief description of the services provided: **Installation of Christmas Trees, street light decorations and tree lighting. 1 – 16’ Christmas Tree Saturday prior to Thanksgiving, 1 – 16’ & 1 – 40’ Saturday prior to, or on the Monday prior to Thanksgiving. Lighting may begin October 31, but no later than 12 days before Thanksgiving Day. Work always performed within time frames.**
 Date of services: **See information above.**
 Owner’s name: **Town of Palm Beach - Brett Madison, Facility Maintenance Manager**
 Project location: **Town of Palm Beach**
 Owner’s contact phone number: **561-838-5440**
 Owner’s email address: bmadison@townofpalmbeach.com

- 17. Provide an explanation of Bidder’s failure to complete any awarded project in the last seven years for any reason. If yes, identify the project, where it was located, and provide an explanation why Bidder did not complete the work.
N/A

- 18. Provide three client references for which Bidder has performed work and who are agreeable to respond to the City’s request for feedback. Provide the following information for each client:
 Client Name: **Village of Bal Harbour**
 Contact Name: **Ramiro J. Inguanzo, Assistant Village Manager**
 Contact Telephone: **305-993-7312**
 Contact Email: inguanzo@balharbourfl.gov
 Work Performed and Dates of Service: **We started working with Village of Bal Harbour last year, after they cancelled previous contractor due to poor service.**
Installation of Christmas Tree, sign enhancers, street light decorations and lighting. Installation to be complete prior to November 10th, work performed within time frames.

 Client Name: **Hollywood Beach CRA**
 Contact Name: **Lisa Liotta, CRA Redevelopment and Operations Manager**
 Contact Telephone: **954-924-2980**
 Contact Email: lliotta@hollywoodfl.org
 Work Performed and Dates of Service: **We have worked with Hollywood Beach CRA for 16 years.**
Installation of custom displays, street light decorations, banners and lighting. Installation to be completed prior to Thanksgiving, work always performed within time frames.

 Client Name: **Bayfront Park Management Trust**
 Contact Name: **Timothy Schmand, Executive Director**

Contact Telephone: 305-358-7550

Contact Email: TSchmand@miamigov.com

Work Performed and Dates of Service: We have worked with Bayfront Park for 11 years.

Installation of a 50' Christmas Tree, to be completed prior to Friday before Thanksgiving, work always performed within time frames.

19. Provide information concerning large-scale commercial decoration assembly, maintenance, repair, and/or storage services Bidder or its key subcontractors have provided since December 2013. Include the following information for each:
Description of Services: Lighting & decorating of Christmas tree, extensive landscape lighting, suspended canopy of lights over 4 city blocks – consisting of 15,000 lights.
Owner/Client: Catherine Ast, District Services Manager-City of WPB-DDA
Location of Work (City/State): City of West Palm Beach, Florida
Who provided Services (Bidder or Sub, Specify Sub, if applicable): Bidder
Bidder or Subs Role in Provision of Services: For 16-years bidder has installed, serviced, dismantle and storage/maintenance
Date of Services (Start/End): Installation to be completed prior to the first Saturday in December, work always performed within time frames.

20. Briefly explain Bidder's plan for monitoring and ensuring full performance of the requirements of this Bid, if awarded.
With many years of experience with Holiday Lighting and Decorations we feel confident working together with the City and Beyel Brothers Inc, subcontractor, to ensure a seamless assembly/dismantle in a timely matter. Keeping the companies involved to a minimum, handling everything in-house with the right equipment's and using a subcontractor that we have history with, gives us the advantage of capturing all knowledge and experience to provide a fantastic Holiday Season for the residence, the City and thousands of visitors that comes to enjoy the spectacular Holiday events.

21. Provide a list of equipment that Bidder owns that is available for the work under this ITB. Include the following information for each: N/A
Description of Equipment:
Manufacturer:
Model:

22. Provide a list of equipment Bidder propose to purchase or lease for the work under this ITB. Include the following for each:
Description of Equipment: 120' Straight Manlift with jib
Manufacturer: JLG
Model: 120' Str Manlift W/jib

Description of Equipment: Altec's AM55 over center material handler features a 55.3 ft. platform height and side reach of 47.7 ft.
Manufacturer: ALTEC
Model: AM55 BUCKET TRUCK

Description of Equipment: 26' Box Truck
Manufacturer: PENSKE
Model: 26' BOX TRUCK

**SECTION 10
SOLICITATION SUMMARY**

The City of Delray Beach
10500 North Military Trail
Delray Beach, FL 33410

PURCHASING DEPARTMENT

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the City determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the City reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for contract award.

BID INFORMATION

Bid Number: ITB2017-058

Title: CHRISTMAS TREE AND NORTH POLE VILLAGE ASSEMBLY AND STORAGE, PROJECT NO. 17-062


Due Date and Time: July 25, 2017 @ 2:00PM

Name of Bidder: Florida CDI, LLC / Christmas Designers

Address: 3124 NW 16th Terrace, Pompano Beach FL 33064

Contact Person: Leonard Schulz

Bid Amount: \$ 186,150.00

Authorized Signature: 

Date: 7/25/2017

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the City of Delray Beach.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY IN THE SEALED PACKAGE CONTAINING YOUR BID

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

DBA:
Business Name: CDI ENTERPRISES LLC

Receipt #: 379-14680
Business Type: ALL OTHERS (SALES OF CHRISTMAS DESIGNS, DEC)

Owner Name: KEVIN LONG
Business Location: 3124 NW 16 TERR
POMPANO BEACH
Business Phone: 954-973-4225

Business Opened: 08/30/1985
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

Tax Amount	For Vending Business Only			Vending Type:		Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	
45.00	0.00	0.00	0.00	0.00	0.00	45.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations

Mailing Address:

KEVIN LONG
3124 NW 16 TERR
POMPANO BEACH, FL 33064

Receipt # 10B-15-00005935
Paid 07/15/2016 45.00

2016 - 2017

NOTEPAD

INSURED'S NAME **CDI Enterprises LLC**

**CDIEN-1
OP ID: RC**

PAGE 2
Date **07/24/2017**

Stock/Cargo

Limits of Liability:

International Transit:

\$500,000 any one vessel and connecting conveyances, except
\$100,000 any one vessel - subject to an "on deck" bill of lading
\$250,000 any one aircraft, and connecting conveyance
\$10,000 any one package shipped by registered mail/parcel/express
post

Domestic Inland Transit:

\$100,000 any one conveyance - shipments to/from USA and/or CANADA only
\$10,000 any one package shipped by registered mail/parcel post/express
service

Warehouse:

Location	Limit
3124 NW 16th Terrace, Pompano Beach, FL 33064	\$1,250,000
1750 Australian Avenue, Riviera Beach, FL 33404	\$875,000
470 Palm Drive, Ocoee, FL 34761	\$250,000
215 West Park Avenue, Sherman, TX 75090	\$6,000,000

Deductible:

International Transit:

\$1,000 Per Any One Occurrence
\$100 Per Any One Small Package

Domestic Inland Transit:

\$ 1,000 Per Any One Occurrence
\$ 100 Per Any One Small Package

Warehouse:

\$1,000 Per Any One Occurrence except 1% deductible shall apply against
total values insured at the time and place of loss for the perils of
flood, wind, earthquake and hail, subject to a \$25,000 minimum deductible.

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER

CBC1255934

The BUILDING CONTRACTOR

Named below IS CERTIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2018

KELLY, H VINCENT
AMV HOME REPAIR LLC
15647 85TH WAY NORTH
PALM BEACH GARDENS FL 33418

SEQ # L1605150001150

DISPLAY AS REQUIRED BY LAW

ISSUED: 05/15/2016



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

WOOD, MICHAEL BURTON
WEST GATE SHEET METAL INC
1199 OLD DIXIE HWY
RIVIERA BEACH FL 33404-7327

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CSC045941 ISSUED: 07/07/2016

CERTIFIED SHEET METAL CONTRACTOR
WOOD, MICHAEL BURTON
WEST GATE SHEET METAL INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date: AUG 31, 2018 L1607070001223

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CSC045941	

The SHEET METAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



WOOD, MICHAEL BURTON
WEST GATE SHEET METAL INC
1199 OLD DIXIE HWY
RIVIERA BEACH FL 33404-7327

