SOLICITATION FOR SUBMISSION OF PROPOSALS
FOR THE CITY OF PALM DESERT
DESERT WILLOW GOLF RESORT – BANQUET CHAIRS

City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260
(760) 346-0611, Ext. 479

December 20, 2010

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SECTION 00200

NOTICE INVITING SEALED BIDS FOR

DESERT WILLOW GOLF RESORT – BANQUET CHAIRS

38-995 Desert Willow Drive
Palm Desert, CA 92260

CONTRACT NO. R29420D

Public notice is hereby given that the City of Palm Desert invites sealed bids for furnishing all labor, materials, equipment, and performing all work necessary and incidental to the procurement and delivery of the Desert Willow Banquet chairs including, but not limited to, all project management, field supervision, and contract administration of the Desert Willow Banquet Chair project (the "Project"), according to the specifications as prepared by the City of Palm Desert and according to the Contract Documents. Bids will be received in the offices of the City Clerk located at Palm Desert City Hall, 73-510 Fred Waring Drive, California, **no later than 11:00 a*.m*. on Monday, the 3rd of January, 2011**, at which time they will be publicly opened and read aloud.

The work to be done consists of furnishing all materials, tools, labor, and incidentals as required by the Specifications and Contract Documents for the above-stated project, including but not limited to, all project management, field supervision and contract administration. The general description of the site improvements to be done hereunder consists of but is not limited to:

The procurement and delivery of banquet chairs for the Desert Willow Banquet Chair project.

Electronic copies of said Itemized list of Equipment and Contract Documents will be available by contacting Heather Buck at hbuck@cityofpalmdesert.org or (760) 776-6479.

Issuance of Notice to Proceed will signify Contractor's directive to proceed with procurement only of all contract items. **Delivery of the furniture shall occur by March 15, 2011 plus or minus 2 weeks**. Time for commencement and completion of the work is critical, and is of the essence of the Contract.

Bidding procedures are prescribed in the Project Bid Documents. Bids shall be executed upon the forms bound in the bid packet.

Pursuant to Section 1770, et. seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations**.** The Contractor shall pay State applicable Wage Standards as provided at

http://www.dir.ca.gov/DLSR/statistics_research.html, or by contacting the District Office at 464 W. Fourth St., Room 348, San Bernardino, CA 92401, (909) 383-4334.

The successful bidder must insure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, sex, age, religion, ancestry, citizenship, national origin, handicap, mental condition, veteran, or marital status. The successful bidder must comply with the Americans with Disabilities Act.

All bidders shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. In accordance with provisions of California Public Contract Code Section 3300, the Owner has determined that the Contractor shall possess a valid Contractor's License appropriate for the scope of work included in the contract at the time of bidding. Failure to possess the specified license shall render the bid as non-responsive.

Telephones will not be available to bidders for the preparation of bids or for calling in bid results. Bid forms received after the designated time will not be accepted.

No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of bids.

Bids must be prepared on the approved proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside: SEALED BID FOR DESERT WILLOW BANQUET CHAIRS (CONTRACT NO. R29420D) - DO NOT OPEN WITH REGULAR MAIL.

City staff will **NOT** be available to respond to questions on the day of bid opening.

The Owner reserves the right to reject any or all bids, to waive any irregularities in the bids, and to determine whether the Bidder has established to the satisfaction of the Owner previous experience and qualifications including the ability to request additional supporting documentation for review, if necessary, for the type of work involved for this project. The Owner is to take all bids under advisement for a period of sixty (60) consecutive days.

By _____

Rachelle D. Klassen, City Clerk
City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
(760) 346-0611

END THIS SECTION

SECTION 00300

INSTRUCTIONS TO BIDDERS

The City of Palm Desert is currently soliciting bids for the purchase of **BANQUET CHAIRS** for Desert Willow Golf Resort located at 38-995 Desert Willow Drive, Palm Desert, California 92260.

Successful bidders should complete the Bid Schedule and Bidder Information Form. All forms must be fully completed and submitted for the proposal to be considered responsive. Bids must be prepared on the approved proposal forms and submited in a sealed envelope plainly marked on the outside **"SEALED BID FOR DESERT WILLOW BANQUET CHAIRS (CONTRACT NO. R29420D) - DO NOT OPEN WITH REGULAR MAIL."** Bids should be addressed to Office of the City Clerk, City of Palm Desert, 73-510 Fred Waring Drive, Palm Desert, California 92260. The proposal is due in the office of the City Clerk no later than **11:00 a.m. on Monday, January 3, 2011**. Proposals received after that time will not be accepted. It is the responsibility of the bidder to see that any bids sent through the mail have sufficient time to be in the hands of the City Clerk prior to the bid closing date and time. The receiving time at City Hall will be the governing factor on acceptability of bids. **Electronic or telephone bids will not be accepted.**

Form of Proposal. The proposal must be made on the form of Bid Schedule, which is included in the Contract Documents and must be completely filled in, dated and signed. If provision is made for alternatives, they must all be bid, unless otherwise provided in the Special Provisions. Bids must be submitted on all items and schedules included in the Contract Documents. FAILURE TO BID ON ALL ITEMS AND SCHEDULES MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

Documents - Specifications. The specifications for the Banquet chairs to be used in the new interior bar at the golf resort are listed on the Bid Schedule. The products requested are at the sole discretion of the Desert Willow Management, and is contingent on several underlying conditions. Potential bidders are cautioned that the successful bidder incurs duties and obligations under all of the Documents and that they should not merely examine the Specifications in making their bid.

Interpretation of Documents. Discrepancies, omissions, ambiguities, and requirements likely to cause disputes between trades and similar matters shall be promptly brought to the attention of the CITY, in writing, and to the attention of:

Heather Buck, Project Coordinator
Tel: (760) 776-6479
Fax: (760) 341-6372
Email: hbuck@cityofpalmdesert.org

When appropriate, Addenda will be issued by the City of Palm Desert. No communication by anyone as to such matters except by Addenda affects the meaning or requirements of the bid documents.

Addenda. CITY reserves the right to issue Addenda to the bid documents at any time prior to the time set to open bids. Each potential bidder shall leave with the CITY its name, address, phone number, and fax number, an e-mail address for the purpose of receiving Addenda. CITY will cause copies of Addenda to be mailed or delivered to such names at such addresses. To be considered, a Bid Schedule must list and take into account all issued Addenda. Bids, to be acceptable, must acknowledge receipt of all Addenda.

Bids. Total Price Bids are required for the anticipated total cost of **BANQUET CHAIRS**. The actual financial obligation between the City of Palm Desert and the winning bidder shall be solely on actual items purchased. The amount of the bid for comparison purposes will be the total of all items. In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "total column", then the amount set forth in the "Total" column for the item shall prevail.

The evaluation of bids and award of contract shall be the exclusive decision of the City. The City reserves the right to award separate schedules to separate bidders, or all schedules to a single bidder, based upon the lowest responsible, responsive bid.

Approval of Purchase. Approval by the City Council at a meeting regularly called and held, of a Bid Schedule authorizes the City to purchase **the specified products** up to the total bid price. The City shall mail or deliver to the lowest responsible bidder the Notice of Award of bid acceptance. City's execution of the purchase order is contingent upon Bidder's submission of all documents required of Bidder.

Qualifications of Bidders. No award will be made to any bidder who cannot give satisfactory assurance to the City as to their own ability to carry out the terms of the purchase order, both from a financial standing and by reason of previous experience as a vendor on work of the nature contemplated in this request for proposal. The bidder may be required to submit its record of work of similar nature to that proposed for this bid, and unfamiliarity with the type of work may be sufficient cause for rejection of bid. Bidders are responsible for obtaining a Palm Desert Business License (if required) at no additional cost to the Owner.

Government Code Section 4552. In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section) * or under the Cartwright Act

(Chapter 2 commencing with Section 16700) or Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the awarding body tenders final payment to the Vendor, without further acknowledgment by the parties.

* 15 U.S.C.A. Chapter 15

Requests for Information (RFI). In the event of a request for information regarding bidding information, all requests must be sent to the City's Representative, attention Mrs. Heather Buck, 73-510 Fred Waring Drive, Palm Desert, CA 92260, telephone number 760-346-0611 x 479. All requests must be in writing and delivered or mailed to the above location. Faxed or emailed RFI's are acceptable.

Brand or trade name - Substitute of equals. If a potential bidder believes he knows of an equal to a specified brand or trade name which is not mentioned in the request for proposal, then such potential bidder may so advise the City's Representative of such fact, giving all relevant information. If appropriate, an addendum will be issued as to the alleged equal provided that such issuance may be accomplished at least 5 days before the time fixed for opening bids.

Unless the subject product is expressly designated for matching others in use in a particular public improvement either completed or in the course of completion, any bidder may include a request for substitution of an item equal to any specified brand or trade name prior to the bid opening. The vendor may submit to the City's Representative data substantiating such a request, and the difference, if any, in cost. Desert Willow management shall promptly investigate the request and make a recommendation to the City of Palm Desert as to equality and acceptance as part of the bid. The City shall promptly determine whether the substitute is equal in every respect to the item specified, and approve or deny the request accordingly, and shall notify the vendor of the determination made, in writing of the decision. Unless the request is granted, substitution will not be permitted.

Pricing of products. **B**idder must provide pricing on all items so that an accurate price comparison can be made. Failure to provide the requested information may be considered non-responsive and result in disqualification of the proposal. Additionally, as part of the proposal review, a comparison will be conducted between prices offered on the bidder's retail site and the proposed bid prices.

Note, that the award of the purchase order is based on a number of criteria including price and the bidder's ability to provide the requested products timely. Bidders should base their quote on the ***best available pricing to the City of Palm Desert rather than on a tiered basis or plan***, as the purchase order will be awarded based on the quotes submitted.

*****END THIS SECTION*****

SECTION 00410

BID SCHEDULE

PROPOSAL FOR THE DESERT WILLOW GOLF RESORT BANQUET CHAIRS (Contract No. R29420D)

January 3, 2011

Owner: ***City of Palm Desert***

Honorable Mayor and Members of the ***City Council***:

In accordance with the public calling for bids to be opened on **Monday, January 3 ,*2011 at 11:00 a.m.*** in the City of Palm Desert City Clerk's office, 73-510 Fred Waring Drive, Palm Desert, California, for the construction of the Desert Willow Golf Resort – Banquet chair project, in strict conformity with the drawings and specifications, and all addenda thereto issued by the City prior to the opening of bids, for the above-described work at the Lump Sum per Bid Item Price set forth in this Bid Schedule.

Bidder acknowledges receipt of Addenda No.(s)_____. All addenda must be acknowledged in order for the bid to be considered responsive.

Pursuant to Section 00200, **NOTICE INVITING SEALED BIDS**, the undersigned hereby proposes and agrees that on award by the ***City of Palm Desert*** under this Bid, and in accordance with the provisions therein stated, to execute a Contract, with necessary bonds, to furnish and install any and all labor, materials, transportation, and services for the construction of the Desert Willow Golf Resort – Banquet chair project, in accordance with the Drawings and Specifications therefore adopted and on file with City of Palm Desert within the time hereinafter set forth and at the prices named in this Bid as follows:

The following items of Work shall be identified as line items. Total bid amount is for the delivery, freight, materials, assembly, incidental expenses, and direct and indirect costs associated with providing the products listed below for use at Desert Willow Golf Resort. They are to be included in the TOTAL LUMP SUM BASE BID PRICE (list begins on following page):

Description/Item	Quantity	Price per unit	Total Price
Item #1:	300 Units	_____	_____

Manufacturer: Gasser Chair Company, Inc.
Solandra Banquet Chair

- Per attached rendering - (Attachment “A”)
- Standard Legs
- Metal Finish: Sienna
- Upholstery – to be selected from manufacturer’s standard range of fabrics

Total Lump Sum Base Bid Price

Item 1, inclusive, and all work, tax, assembly, shipping and handling, delivery and materials incidental thereto and connected therewith.

$_____
(In figures)

_____
(In words)

Bid amount of each of the above bid items must be filled in and completed in figures and words. The City will award the bid in the following manner, contingent upon the availability of funding. These items are listed in order of consideration (1,2,3,4,5,6,7):

1. The lowest bidder for the Base Bid.

It is understood that this contract shall be awarded based on the lowest responsive and responsible TOTAL LUMP SUM BASE BID AMOUNT for Bid Item #1. It is further understood that after opening of bids, no adjustments to the TOTAL LUMP SUM BASE BID PRICE shall be allowed.

_____
Name of Bidder

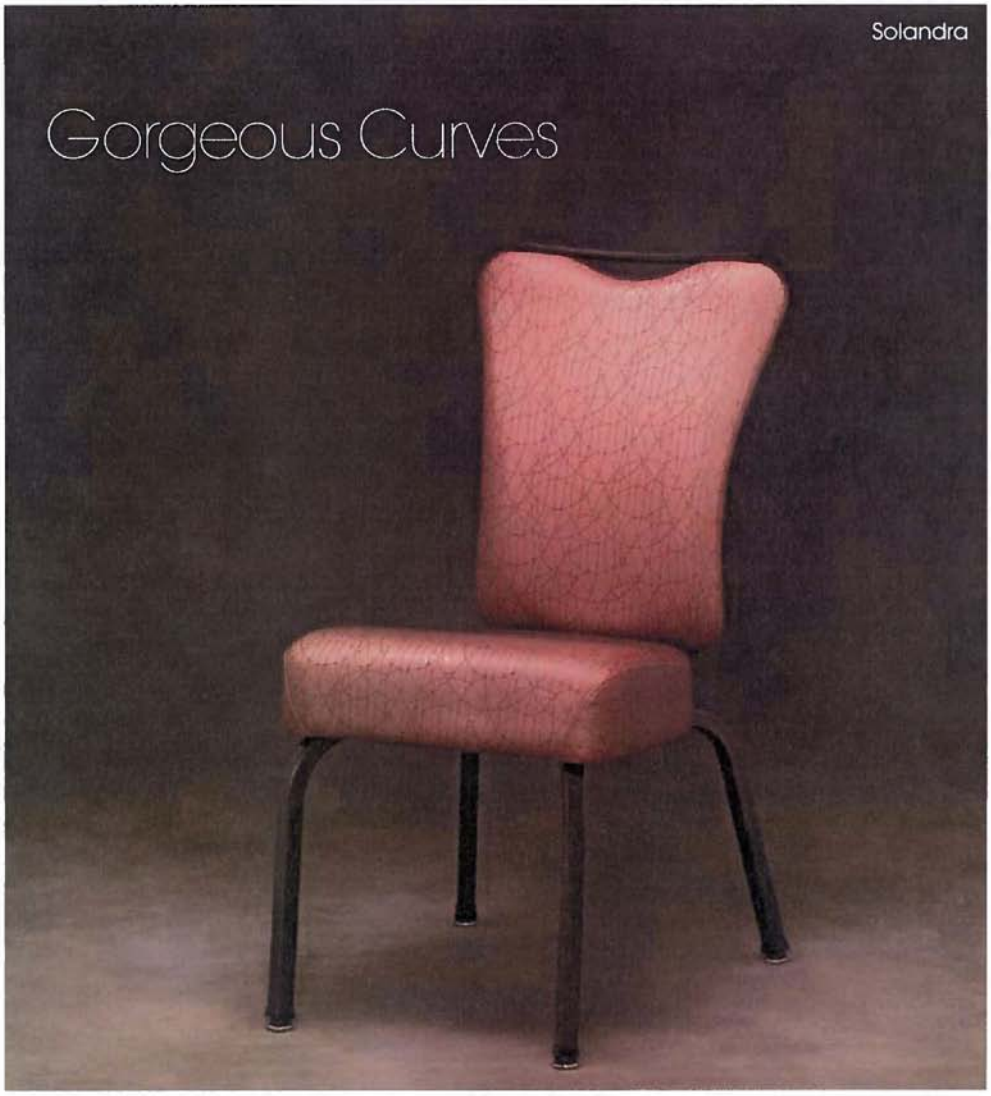
BIDDER INFORMATION

The undersigned has carefully examined the documents pertinent to this proposal and hereby offers and submits the above price in consideration of the Proposal Requirements, attached hereto and a part of this offer and proposal.

Company: _____
Authorized signature: _____
Contact Name (please print): _____
Title: _____
Individual, Partnership, or corporation: _____
Address: _____
City: _____
State, Zip: _____
Telephone: _____
FAX: _____
E-mail address: _____
Date: _____

*****END THIS SECTION*****

ATTACHMENT A



It's practically impossible not to stop and stare at this European-style beauty with its subtle provocative flair, classic legs and elegant botanical curves. Like an alluring flower that readies to bloom, this chair is poised to make any occasion blossom with intriguing possibilities. With finely tailored lines, fashionable finishes and impeccable Gasser craftsmanship, the Solandra is sure to offer a budding relationship.

Gasser

gasserchair.com

Youngstown, OH 44505 • USA • 800.323.2234 • 330.759.2234 • Fax 330.759.9844 • sales@gasserchair.com



Features

- High Strength Aluminum tube frame
- Gasser Flex Back technology
- Ergonomically fully upholstered contoured back
- Gracefully integrated designer accented handle powder coated to match frame
- High-Resilient foam seat
- Wave contoured seat cushion
- Environmentally sound and durable Powder coat finish
- Waterfall designed seat front
- Hand trucks and storage carts available
- Stacks 8

Specifications:

• Seat Height:	19 in (48.3 cm)
• Seat Width:	17.50 in (44.5 cm)
• Seat Depth:	17 in (43.2 cm)
• Overall Height:	36 in (91.5 cm)
• Overall Width:	20.25 in (51.4 cm)
• Overall Depth:	24 in (61.0 cm)
• Weight:	17.5 lbs (7.9 kg)

Fabric Required:

• Total	1.30 yds (1.2 m)
• Inside Back:	0.50 yds (.46 m)
• Outside Back:	0.40 yds (.37 m)
• Seat:	0.40 yds (.37 m)

It all starts with gee.

Gasser

gasserchair.com

Youngstown, OH 44505 • USA • 800.323.2234 • 330.759.2234 • Fax 330.759.9844 • sales@gasserchair.com

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Solandra
with Sienna Standard Legs



Solandra
with Sienna Ribbed Legs





SECTION 00500

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between City of Palm Desert, California, hereafter called "OWNER," and _____ hereinafter called "CONTRACTOR."

W I T N E S S E T H

RECITALS:

CONTRACTOR has submitted to OWNER its CONTRACTOR's Proposal for the construction of OWNER's Project,

1. **Desert Willow Golf Resort – Banquet chair Project, Contract No. R29420D** in strict accordance with the Contract Documents identified below and OWNER has accepted said Proposal, inclusive of the base bid plus the following alternates: _____ _____.

2. CONTRACTOR states that it has re-examined its CONTRACTOR's Proposal and found it to be correct, has ascertained that its subcontractors are properly licensed and possess the requisite skill and forces, has examined the site and Contract in accordance with the Contract Documents for the money set forth in its Proposal to be paid as provided in the Contract Documents.

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents: The entire contract consists of the following: (a) The Notice Inviting Sealed Bids [Section 00200]; (b) The Instructions to Bidders [Section 00300]; (c) Bid Schedule [Section 00410]; (d) The Agreement [Section 00500]; (e) Addenda Nos. _____; (f) The Determination of Prevailing Wage Rates for Public Work; (g) Any Change Orders issued; (h) Any additional or supplemental specifications, notices, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein as if here set forth in full and upon the proper issuance of their documents they shall likewise be deemed incorporated.

2. Issuance of Notice to Proceed will signify Contractor's directive to proceed with procurement only of all contract items. **Delivery of the furniture shall occur by March 15, 2011 plus or minus 2 weeks**. Time for commencement and completion of the work is critical, and is of the essence of the Contract.

3. That the CONTRACTOR agrees to indemnify, defend, and hold harmless the OWNER, and its officers, and employees, the ARCHITECT, Owner's Representative from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement.

4. Should any litigation or arbitration be commenced between the parties concerning the works of improvements as referenced herein, the prevailing party in any such litigation, being the OWNER or the CONTRACTOR, should be entitled to a reasonable sum for attorney's fees and costs incurred in any such litigation relating to this Contract.

5. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

6. CONTRACTOR shall be paid in the manner set forth in the Contract Documents the amount of its proposal as accepted by OWNER, subject to such additions and deductions as may be made pursuant to the Contact Documents and applicable law.

7. Execution of the Agreement by the parties constitutes their agreement to abide by all applicable provisions of the California Labor Code; constitutes CONTRACTOR's certification that he is aware of the provisions of said Code and will comply with them; and further constitutes CONTRACTOR's certification as follows:

> "I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

CITY OF PALM DESERT/ REDEVELOPMENT AGENCY	"CONTRACTOR" (Signature to be notarized)
By: _____ Mayor / Chairman	By: _____ Title
Attest:	Attest:
_____ City Clerk / Secretary	_____
Approved as to Form:	_____ Title
_____ City Attorney	

*****END THIS SECTION*****

SECTION 01700

CONTRACT CLOSEOUT

1.0 Not used

2.0 Not used

3.0 Not used

4.0 Not used

5.0 **WARRANTY**

The Contractor hereby agrees to make, at its own expense, all repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this Contract, and pay for any damage to other works resulting from such defects, which becomes evident within one (1) year after the date of acceptance of the project or the Substantial Completion date whichever is applicable or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components. The Contractor also agrees to indemnify, defend, and hold the Owner harmless from liability of any kind arising from damage due to said defects.

The Contractor shall execute and submit a completed Warranty Form in the format as appended to this section for the Work. The Warranty Form shall be submitted prior to the Substantial Completion date or the final acceptance of the project.

The Contractor shall, upon the receipt of notice in writing from the Owner, promptly make all repairs arising out of defective materials, workmanship, or equipment. The Owner is hereby authorized to make such repairs, and the Contractor and its Surety shall be liable for the cost thereof, if ten (10) days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of emergency, where in the opinion of the Owner that delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and its Surety shall be liable for the cost thereof.

Prior to the expiration of the Warranty period, the Owner reserves the right to hold a meeting and require the attendance of the Contractor. The purpose of the meeting is to review warranties, bonds and maintenance

requirements and determine required repair or replacement of defective items.

For the purpose of this paragraph, acceptance of the Work, or a portion of the Work, by the Owner shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract that has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

The Owner and the Contractor agree that warranty on the parts of the work possessed and used by the Owner in accordance with Section 00700-3.5, **Owner's Right to Use or Occupy,** shall commence on the date that the Owner takes possession of such work and so notifies the Contractor in writing. The Owner and Contractor further agree that such possession and use of the work shall not be deemed as Substantial Completion or acceptance of any other part of the Work.

Contractor may provide alternate product warranty forms with the approval of the Owner in lieu of the attached form.

WARRANTY FORM

Warranty For

DESERT WILLOW GOLF RESORT – BANQUET CHAIRS

38-995 Desert Willow Drive

We hereby guarantee the **Desert Willow Golf Resort – Banquet Chairs** that we have constructed for a period of one (1) year from _____(Date)_____ the date of acceptance of the work by the City of Palm Desert.

The following are excluded from the provisions of this warranty:

We agree that if any of the equipment should fail due to any reason other than improper maintenance or improper operation or should any portion of the work fail to fulfill any of the requirements of the Specifications, we will, within ten days after written notice of such defects, commence to repair or replace the same together with any other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified, or should the exigencies of the case require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize the **City of Palm Desert** to proceed to have the defect repaired and made good at our expense, and we will pay the cost therefor upon demand.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Documents and by law.

Contractor: _____

Signed: _____

Title: _____

Date: _____

*****END THIS SECTION****