

### AGENDA

### **Special Call**

Community Redevelopment Agency Wednesday, October 5, 2022, 6:30 P.M. Commission Chamber, Town Hall 535 Park Avenue, Lake Park, 33403

Michael O'Rourke — Chair

Kimberly Glas-Castro — Vice-Chair

John Linden — Agency Member

Roger Michaud — Agency Member

Mary Beth Taylor — Agency Member

Henry K. Stark — Agency Member

John O. D'Agostino — Executive Director Thomas J. Baird, Esq. — Agency Attorney Vivian Mendez, MMC — Agency Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

- A. <u>CALL TO ORDER/ ROLL CALL:</u>
- B. PLEDGE OF ALLEGIANCE:
- C. SPECIAL PRESENTATION/REPORT: None
- D. PUBLIC COMMENT

This time is provided for addressing items that <u>do not</u> appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

- E. CONSENT AGENDA:
  - 1. September 7, 2022 Community Redevelopment Agency Meeting Minutes.
  - 2. Resolution 68-10-22 Authorizing and Directing the Community Redevelopment Agency (CRA) Chairman to Execute an Agreement with Brandano Displays, Inc., for the Provision of Holiday Lighting and Decorating Services.

Tab 2

Tab 1

- F. <u>NEW BUSINESS:</u> None
- G. <u>EXECUTIVE DIRECTOR REPORT:</u>
- H. <u>AGENCY MEMBER COMMENTS</u>
- I. REQUEST FOR FUTURE AGENDA ITEMS:
- J. <u>ADJOURNMENT</u>

The next scheduled Community Redevelopment Agency Meeting will be conducted on November 2, 2022.

# Consent Agenda

# TAB 1



### Community Redevelopment Agency <u>Agenda Request Form</u>

Meeting Date: October 51, 2022 Agenda Item No. 1

Agenda Title: September Minutes.	7, 2022 Community Rede	velopment Agency Meeting						
[ ] SPECIAL PRESENTATION/REPORT [X] CONSENT AGENDA [ ] OLD BUSINESS [ ] NEW BUSINESS [ ] OTHER:								
Approved by Executive Director: Date: 9-26-22  Shaquita Edwards, Agency Deputy Clerk, MPA, MMC								
Originating Department:	Costs: \$ 0.00	Attachments: Meeting Minutes						
Agency Clerk	Funding Source: Acct. #	Exhibit "A"						
	[ ] Finance							
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone Or Not applicable in this case S.E.  Please initial one.						

Recommended Motion: I move to approve the September 7, 2022 Community Redevelopment Agency Meeting Minutes.



# Minutes Town of Lake Park, Florida Community Redevelopment Agency Wednesday, September 7, 2022 6:30 P.M. Town Hall Commission Chamber, 535 Park Avenue, Lake Park, Florida 33403

The Community Redevelopment Agency Board met for a regular meeting on Wednesday, September 7, 2022 at 6:40 p.m. Present were Chair Michael O'Rourke, Vice-Chair Kimberly Glas-Castro, Board Members John Linden, Roger Michaud, and Mary Beth Taylor, Executive Director John D'Agostino, Agency Attorney Thomas Baird, and Agency Clerk Vivian Mendez. Board Member Henry Stark was absent.

Agency Clerk Mendez performed the roll call and Board Member Taylor led the pledge of allegiance.

### SPECIAL PRESENTATION/REPORT:

None

### **CONSENT AGENDA:**

1. August 3, 2022 Special Call Community Redevelopment Agency Meeting Minutes.

Motion: Board Member Michaud moved to approve the consent agenda; Board Member Linden seconded the motion.

### Vote on Motion:

TOTO OII IVIOTIONI			
Board Member	Aye	Nay	Other
Board Member John Linden	X		
Board Member Roger Michaud	X		
Board Member Henry Stark			Absent
Board Member Mary Beth Taylor	X		
Vice-Chair Kimberly Glas-Castro	X		
Chair Michael O'Rourke	X		

Motion passed 5-0.

### **PUBLIC COMMENT:**

None

### **NEW BUSINESS:**

### 2. Discussion of the Fiscal Year 2022/2023 Budget and Approval of the Resolution 52-09-22 to Adopt the Community Redevelopment Agency Budget.

Executive Director D'Agostino and Finance Director Jeffrey Duvall explained the item (see Exhibit "A"). Brief discussion ensued regarding management of the reserve account and possible capital improvement plan. Executive Director D'Agostino explained that \$200k of earmarked funds were available for Oceana Coffee, and \$187k available to businesses. Vice-Mayor Glas-Castro expressed concern with specifically earmarking business development funds for Oceana Coffee because the CRA Board had not made a policy decision. She announced the possibility of an increase or decrease of the available grant funds. Executive Director D'Agostino explained that he would update the budget to reflect the "Grant- Business Development" as a lump sum account and not specify an amount for Oceana Coffee.

Motion: Vice-Chair Glas-Castro moved to approve Resolution 52-09-22 the CRA Budget, transmitting to the Town Commission, and recommending that the Business Development Grant account be reflected as a lump sum account. ; Board Member Michaud seconded the motion.

### Vote on Motion:

Board Member	Aye	Nay	Other
Board Member John Linden	X		
Board Member Roger Michaud	X		
Board Member Henry Stark			Absent
Board Member Mary Beth Taylor		X	
Vice-Chair Kimberly Glas-Castro	X		
Chair Michael O'Rourke	X		

Motion passed 4-1.

### 3. Resolution 53-09-22 Palm Beach Sheriff's Office Service Contract for the Lake Park Community Redevelopment Agency for Community Policing Services.

Executive Director D'Agostino and Captain Thomas Gendreau explained the item.

Motion: Board Member Michaud moved to approve 53-09-22; Board Member Linden seconded the motion.

### Vote on Motion:

Board Member	Aye	Nay	Other
Board Member John Linden	X		
Board Member Roger Michaud	X		
Board Member Henry Stark			Absent
Board Member Mary Beth Taylor	X		
Vice-Chair Kimberly Glas-Castro	X		

Chair Michael O'Rourke	X	
1.5.0		

Motion passed 5-0.

4. Resolution 54-09-22 Authorizing and Directing the Executive Director to Renew Property and Casualty Insurance Coverage from the Florida Municipal Insurance Trust for the Community Redevelopment Agency for Fiscal Year 2023.

Executive Director D'Agostino explained the item.

Motion: Board Member Michaud moved to approve Resolution 54-09-22; Board Member Taylor seconded the motion.

### Vote on Motion:

Board Member	Aye	Nay	Other
Board Member John Linden	X		
Board Member Roger Michaud	X		
Board Member Henry Stark			X
Board Member Mary Beth Taylor	X		
Vice-Chair Kimberly Glas-Castro	X		
Chair Michael O'Rourke	X		

Motion passed 5-0.

### **EXECUTIVE DIRECTOR REPORT:**

None

### **REQUEST FOR FUTURE AGENDA ITEMS:**

None

### **BOARD MEMBERS COMMENTS:**

Board Member Linden had no comments.

Board Member Michaud had no comments.

Board Member Stark had no comments.

**Board Member Taylor** had no comments.

Vice-Chair Glas-Castro had no comments.

Chair O'Rourke had no comments.

### **ADJOURNMENT**

There being no further business to come before adjourn and by unanimous vote, the meeting adjourn	
Chair, Michael O'Rourke	
Agency Clerk, Vivian Mendez, MMC	
Agency Deputy Clerk, S. Edwards, MPA, MMC	
Town Seal	
Approved on thisof	, 2022

Exhibit "A"

### TOWN OF LAKE PARK PROPOSED BUDGET

### **COMMUNITY REDEVELOPMENT FUND**

FISCAL YEAR
October 1, 2022 through September 30, 2023

68.26.2022 14:39 bu246\_lp\_pg.php/Job No: 79827

### Town of Lake Park Print itemized Budgets

Page 1 of 4 USER: JDUVALL

### Rept:124 - Itemized Budget For Year 2023 Version 2 9-1-22 BALANCED BUDGET

		2021	2022	2022	2023	
L Account	Description	letral	Bodget	YEDHEno	Bedget	
	REVERDES					
				U	631,38Z 0C	
18-311, 115	4d Valorem Taxes County	476,859.10	521,179,00	517,834.00 959,790.00	1,162,739.00	
110-361  003	Fransfer from General Fund	378,598	959,798.58 154,678.30	3.00	0.00	
10-194 959	Balance Brought Folward	0.03	134,676.00	0.50	0.00	
		**********		********		
	10 'A' REVENJE	1,395.457 00	1,635,645.00	1,477,684.00	1,794,121.00	
					***********	
	EXPENDITURES					
	EFFENDITORDS					
		*******	******	*****		
	TOTAL PERSONNEL EXPENSES	0 33	\$1.00	0.00	0.00	
		***********		***************************************		
.5-555% 520 H1000	Professional Services	27,397 41	107,019.00	129,692.43	50,222.00	
	Strategic Markering				30,000.00	
		5,800.00	3,510,00	4,100.30	5,000,13	
0-55-552-520-31100 0-55-552-520-7-000	Professional Svc - Town Accorney Contractia, Services	97,143 05	105,610-00	4,100.50	114,870 06	
0-55-551-520-1-000	Landscape Services	31,121,303	10070.0000	,	90,800.	
	2 Landscape Services Contingency Ise	e Tr. stina			10,700.00	
	Johnson Controls	- +4//9			1,930-5	
	4 Decorative Cisplays				8,000.00	
	5 Code Enforcement				2 00	
	6 Custodial Sec Des				3,443.00	
10-55-55% 520-34010	Contract PBC Sheriff	21,175 00	133,680,00	93,€70.00	130,000.00	
				- 4	5 -00 50	
110-55-552-520-40000	Fravel's Training	9.09. 3	a,750.00	2,459.57	2,500,50	
110-35-552-520-41270	Postage & Srupping	727 75	300.00	1.16	2,500.00	

09.26.2022 14:39 bu246\_lp\_pg.php/Job No: 79827

### Town of Lake Park Print Hemized Budgets

Page 2 of 4 USER: JDUVALL

### Rept:124 - Itemized Budget For Year 2023 Version 2 9-1-22 BALANCED BUDGET

		2021	2022	2022	2023
i/L Account	Description	Actual	Budget	TTD+Eng	Budget
0-55-552-520-43000	Julities	17,639.70	13,950.00	15,3#3.54	15,000.00
10-55-552-520-44100	Eduloment Rentals	1,178.35	8,000,00	8,617.30	0.20
10 55 552 520-45000	Insurance	5,568,00	12,000.00	5,783.00	6,566,09
10-55-552-520-46043	Repair and Maintenance	1,439.10	3,000,00	5,352.07	4,000,00
19-35-552-529-47000	Printing	0_00	100,00	4.00	1,000,00
10-55-552-520 48005	Tree Lighting	0_00	3,000_50	3,607,63	5,700.00
<u>£</u>	Banners				1,000,00
	_ Decorations				500,00
	T DJ Sou a System				900.00
	Marketing				3.000
	Photography /Ldeography				300.00
	- Populable Light Towe s				_,000,00
	Postable Restroims				500,00
	3 Stage				500.00
	I Sanca Suice Rencal				300.00
	tents				1,500.00
-55-552-520-48100	Advectising	J.55	Z,500 CO	15_ 41	2,500.06
0-85-652-670-48101	Office Supplies	0.00	SDC_00	. 30	100.7
-55 552-520-49112	SEASC AL RENTALS	475	7,500.00	2,537.00	26,000.00
	Sental of Menoran and Finance				6,000 00
	Rental of Founday Tree				24,000. 0
0+35-552-520-52000	Operating Expenses	3,844.30	2,00000	13,788.93	7,500,00
0-55-552-520-52000	Remberships, Dues, & Sibscriptions	, 34_52	1, 140, 345	1,645 1	1,045210
-33-336-320-34200	Plor da Redevelupment Association	,		-1-1-	879_00
	Annual State Sees				175.20
	Frances sees				
				***********	***********
	DUTAL OPERATI DEKSF 3ES	321,283,27-	413,684.7 -	457,400 53	34,24
			**********		
0-15-551-520-62-00	Bulldings	232,591,40	2.10	0.00	0 00
-55-552-526-63100	Empora ent ot an 7ma Blog	0=00	13,908-00	14,058.00	329,500.00
	Erant home to: Lamospape - icaoss				u29,500.00
-35-552-526-4305	I pr ement: - Sidewa	a 30	252,343_90	0 00	0.00

06.26.2022 14:39 bu246\_lp\_pg.php/Job No: 79627

### Town of Lake Park Print Itemized Budgets

Page 3 of 4 USER: JDUVALL

### Rept:124 - Itemized Budget For Year 2023 Version 2 9-1-22 BALANCED BUDGET

		2021	2022	2022	2023
G/L Account	Description	Actual	Budget	YTO+Enc	Stoliget
	TOTAL CALIFICATE LAY	C37, E31, 40-	266,251.00-	14,958,00-	329,500=00-
		**********	***********	**********	***********
		***************************************		***************************************	
	TO AL DEBT SERVICE	0.00	0.00	2.00	0.00
			***************************************		
101-68-553-520-82111	Gray B. The TELL FOR	5€,362.8°	53,000.00	8804_80	330,492=00
	_ Joeana				200,000.00
	) finer				180,492 00
119-55-552 520 82118	stanta and Temperates	Z2,000 <sub>1 </sub> j0	8 ,000.00	0-00	0.00
110-50-552-520-91001	Transfer to Sene it Fund	0700	93,270.00	99,270 00	0.00
110-55 553-520-91010	Transfel to Can Europe - 11A 2008	168,866-04	563,750.00	168,780 00	168,690 00
110-55-552-520-91030	School to the Fund - IA 2003	16,304.67	41,321.06	54,791 88	34,793.00
110-55-552-520-99110	Indisect (550 Culoration	429,336 98	489,455.00	539,107 52	476,365.00
	STAT GOVERNMENT	695. 0.5-	932,816 DC	943,653,40-	1,083,340.00
		••••••			
		***********	******	*******	**********
	TOTAL CAR	0,00	8.00	51100	6.50
			**********	*********	

### 08.26.2922 14:38 htt246\_lp\_pg.php/Job No: 79827

### Town of Lake Park Print Itemized Budgets

Page 4 of 4 USER: JDUVALL

### Rept:124 - Itamized Budget For Year 2023 Version 2 9-1-22 BALANCED BUDGET

		2021	2022	2022	2023	Ī
G/L Account	Description	lotual	Actual Biodijet	YTD+Enc	Bodget	16
			*********		*************	
	TOTAL DEST SARVICE	0.00	0.00	0.00	G_CO	
		**********	***********	*******	*********	
		***********				
	TOTAL "THEK PENSES	0.00	0.00	0.00	0.00	
					**********	
	TOTAL DEPT EXPENDITURES	i,249,945i20-	1,662,761.00~	1,415,320.45-	1,794,121.06~	
		***********	*********	***********	***********	
	UE1 OME	103,511.90	27,115.00	62,363.55	0.00	
		****	**********	PRESERVATION	antornamene.	

# TAB 2



[ ]

### **Town of Lake Park Town CRA Meeting**

### **Agenda Request Form**

Meeting Date: October 5, 2022 Agenda Item No. \_\_\_\_\_\_

Agenda Title: Resolution Authorizing and Directing the Community Redevelopment Agency (CRA) Chairman to Execute an Agreement with Brandano Displays, Inc., for the Provision of Holiday Lighting and Decorating Services.

BOARD APPOINTMENT [ ] OLD BUSINESS [ ] PUBLIC HEARING ORDINANCE ON READING [ ] NEW BUSINESS [ ] OTHER: Date:						
Originating Department: Public Works	Costs: Year 1: \$33,938.00 Year 2: \$29,823.00 Year 3: \$29,823.00  Funding Source: 110-55-552-520-34000 110-55-552-520-48102  [X] Finance	Attachment 1: - Resolution No. 168-10-22 Attachment 2: - Agreement between Town of Lake Park CRA and Brandano Displays, Inc. Attachment 3: - Brandano Displays, Inc., bid submittal to Request for Proposal (RFP) No. 106-2022 Attachment 4: - Bid Evaluation and Scores for RFP 106-2022				
Advertised: Date: 8/7/2022 Website: Palm Beach Post [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes, I have notified everyone Or Not applicable in this case <u>RT</u> Please initial one.				

SPECIAL PRESENTATION/REPORTS [X] CONSENT AGENDA

Summary Explanation/Background:

The Community Redevelopment Agency's (CRA) is committed to presenting an exceptional and inviting look and feel in its Downtown District and previously determined the need for a contractor to provide holiday lighting and decorating services to the Agency.

It is with that understanding that the CRA Executive Director engaged Agency Staff to prepare and advertise a Request for Proposal (RFP 106-2022) for contractors to provide holiday lighting and decorating services (the Services) in the CRA's Downtown District.

RFP 106-2022 was published on August 7, 2022, for a period of 24 days and its scope of services included the furnishing, installation, operating, maintenance and removal of decorative pole-mounted displays and light wraps on light poles along Park Avenue, and furnishing, installation, operating, maintenance and removal of a 26-foot holiday tree, ornate Menorah and Kinara, and various wreaths.

Moreover, Agency Staff received three responses to the RFP, with two being deemed not responsive following careful evaluation. One response, submitted by Brandano Displays, Inc., was deemed fully responsive and included the following annual costs for the solicited 3-year term in the RFP:

Year 1	\$33,938
Year 2	\$29,823
Year 3	<u>\$29,823</u>
Total	\$93,584

Additionally, during the September 7, 2022, meeting of the Community Redevelopment Agency (CRA), the Board approved its FY2022-2023 CRA budget, which included the following appropriations associated with leasing the 2022 Holiday Season Displays:

Decorative Displays	\$8,000
Menorah and Kinara	\$6,000
Holiday Tree	\$20,000
Total	\$34,000

The contractor is prepared to perform the services, as specified in the RFP, which will facilitate on-schedule start for holiday celebrations in the Town.

Accordingly, the CRA Executive Director recommends award of a service contract to Brandano Displays, Inc., for the provision of holiday lighting and decorating services.

Recommended Motion: I move to adopt CRA Resolution No. 68-10-22.

### **RESOLUTION NO. 68-10-22**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING AND DIRECTING ITS CHAIRMAN TO EXECUTE AN AGREEMENT WITH BRANDANO DISPLAYS, INC., TO PROVIDE HOLIDAY LIGHTING AND DECORATING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake Park Community Redevelopment Agency (CRA) is a dependent special district of the Town of Lake Park; and

**WHEREAS**, the CRA has such powers and authority as are set forth in Chapter 163, Part III, Florida Statutes; and

WHEREAS, the CRA's area encompasses Park Avenue, the Town of Lake Park's historic main street and its neighborhood-serving retail, food and beverage establishments and industrial uses; and

WHEREAS, the CRA is authorized to enter into contracts for the provision of goods and/or services, and requires a contractor to provide holiday lighting and decorating services; and

**WHEREAS**, the CRA solicited via Request for Proposal (RFP) No. 106-2022 qualified firms to provide Holiday Lighting and Decorating Services (the Services); and

WHEREAS, Brandano Displays, Inc. (hereinafter the Contractor), represented in its bid that it is qualified, able, and willing to provide the CRA with the Services; and

**WHEREAS**, the Contractor's bid was determined by the CRA staff to be a responsive and responsible bid to the requirements in the RFP; and

**WHEREAS**, the Contractor and CRA desire to enter into an agreement for the provision of the Services, as specified in RFP No. 106-2022; and

**WHEREAS,** the CRA's Executive Director has recommended that the CRA enter into an agreement with the Contractor, for the Services

NOW, THEREFORE, BE IT RESOLVED BY THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY BOARD OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

**Section 1.** The whereas clauses are hereby incorporated herein.

Section 2. The CRA Board of Directors hereby authorizes and directs the Chairman of the CRA to execute a contract with Brandano Displays, Inc., for the provision of holiday lighting and decorating services to the CRA, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

Section 3. This Resolution shall take effect immediately upon its execution.

P:\DOCS\26508\00003\DOC\26P6994.DOCX

### AGREEMENT FOR THE PROVISION OF HOLIDAY LIGHTING AND DECORATING SERVICES.

THIS AGREEMENT FOR THE PROVISION OF HOLIDAY LIGHTING AND DECORATING SERVICES (AGREEMENT) is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by and between the Town of Lake Park Community Redevelopment Agency, a dependent special district of the Town of Lake Park, 535 Park Avenue, Lake Park, Florida, 33403 ("CRA" or "Agency") and Brandano Displays, Inc., 1473 Banks Road, Margate, Florida 33063 ("Contractor").

### WITNESSETH THAT:

WHEREAS, the Town of Lake Park Community Redevelopment Agency (CRA) is a dependent special district of the Town of Lake Park (Town); and

WHEREAS, the CRA has such powers and authority as are set forth in Chapter 163. Part III, Florida Statutes; and

WHEREAS, the CRA's area encompasses Park Avenue, the Town of Lake Park's historic main street and its neighborhood-serving retail, food and beverage establishments and industrial uses; and

**WHEREAS**, the CRA is authorized to enter into contracts for the provision of goods and/or services; and

- **WHEREAS**, the CRA solicited via Request for Proposal (RFP) No. 106-2022 qualified firms to provide Holiday Lighting and Decorating Services (the Services); and
- WHEREAS, Brandano Displays, Inc. (hereinafter "the Contractor"), in its bid represented that it is qualified, able, and willing to provide the CRA with the Services; and
- **WHEREAS**, the Contractor's bid was determined by the CRA staff to be responsive and responsible to all requirements in the RFP; and
- WHEREAS, the Contractor and CRA desire to enter into the Agreement whereby the Contractor is to provide the Services, as specified in RFP No. 106-2022; and
- **WHEREAS**, the CRA's Executive Director has recommended that it is in the best interest of the CRA to enter into the Agreement with the Contractor, for the Services.

**NOW, THEREFORE**, the CRA and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. The above stated recitals are true and correct, and are incorporated herein.

### 2. TERM

This Agreement shall begin as of the date of execution and continue for a three-year period, unless otherwise terminated as provided herein. The cost for the provision of the services shall be \$33,938.00 in Year 1 and \$29,823.00 each for Years 2 and 3 of the Agreement.

The CRA shall have the option of extending the Agreement for two additional one-year periods at the pricing, terms and conditions agreed upon herein. Such extension shall be in the form of a written amendment to the Agreement executed by both parties.

### 3. COST OF SERVICES

The CRA acknowledges the fluctuating nature of prices. Therefore, on each annual anniversary date of the Agreement, the unit prices may be adjusted upward based on Consumer Price Indices mutually agreed upon. The value of the adjustment will be determined by the CRA.

### 4. LAWS AND REGULATIONS

The Contractor shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Contractor shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered

### 5. LICENSES, PERMITS AND FEES

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the CRA or a Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor.

### 6. SUBCONTRACTING

The Contractor shall not subcontract any portion of the work required by this Agreement without the prior written consent of the CRA. Subcontracting without the prior consent of the CRA shall constitute a material breach of the Agreement and may result in termination of the Agreement for default.

### 7. ASSIGNMENT

The Contractor shall not assign, transfer, hypothecate, or otherwise dispose of this Agreement, including any rights, title, or interest therein, or its power to execute this Agreement to any person, company, or corporation without the prior written consent of the CRA. Assignment without the prior consent of the CRA may result in termination of the Agreement for default.

### 8. RESPONSIBILITIES AS EMPLOYER

The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the CRA. The Contractor shall provide physically competent employee(s) capable of performing the work as required. The CRA may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor shall wear proper identification.

It is the Contractor's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The CRA shall have no responsibility to check or verify the legal immigration status of any employee of the Contractor.

### 9. INDEMNIFICATION and INSURANCE

The Contractor shall indemnify and hold harmless the CRA and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the CRA or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the Agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the CRA or its officers, employees, agents, and instrumentalities as herein provided.

The selected Contractor shall not commence any performance pursuant to the terms of this RFP until certification or proof of insurance has been received and approved by the CRA's Risk Coordinator or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed, and registered to do business in the state of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This

insurance shall be documented in certificates of insurance which provides that the CRA shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the CRA or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Contractor's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the CRA.

The selected Contractor must submit a current Certificate of Insurance, naming the CRA as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the CRA upon expiration.

The selected Contractor shall provide insurance coverage as follows:

- a. WORKERS' COMPENSATION INSURANCE in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than (\$100,000 for each accident, not less than \$100,000 for each disease, and not less than \$500,000 aggregate.
- b. GENERAL LIABILITY INSURANCE with each occurrence limits of not less than \$1,000,000.
- c. PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 annual aggregate.
- d. HIRED AND NON-HIRED VEHICLES with limits of not less than \$500,000 per claim.

### 10. MODIFICATION OF AGREEMENT

The Agreement may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

### 11. TERMINATION FOR CONVENIENCE

The CRA, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to the Contractor. Upon receipt of such notice, the Contractor shall not do anything to incur any additional costs under the Agreement. The CRA shall be liable only for reasonable costs incurred by the awarded Contractor prior to the date of the notice of termination. The CRA shall be the sole judge of "reasonable costs."

### 12. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for the failure to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the default may be cured. The failure to timely cure any default shall serve to automatically terminate the Agreement.

The CRA further reserves the right to suspend or debar the awarded Contractor in accordance with the appropriate CRA ordinances, resolutions, and/or

### 13. ACCESS AND AUDIT OF RECORDS

The CRA reserves the right to require the Contractor to submit to an audit by an auditor of the CRA's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours.

The Contractor shall retain all records pertaining to this contract, and upon request, make them available to the CRA for three (3) years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the CRA to ensure compliance with applicable accounting and financial standards.

### 14. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed CRA programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all CRA contracts.

### 15. BINDING EFFECT

All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

### 16. SEVERABILITY

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

### 17. GOVERNING LAW AND VENUE

Any Agreement arising from this solicitation and all transactions contemplated by this agreement shall be governed by and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

### **18.ATTORNEY'S FEES**

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

### 19. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The CRA of Lake Park complies with all laws of prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority and female-owned businesses to participate.

During the performance of this Agreement, Contractor agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the Agreement. The Contractor shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.

The Contractor further acknowledges and agrees to provide the CRA with all information and documentation that may be requested by the CRA from time to time regarding the Solicitation, selection, treatment, and payment of subcontractors, suppliers, and vendors in connection with this contract.

### 20. MINIMUM WAGE REQUIREMENTS

The Contractor shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

### 21. PUBLIC RECORDS

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon the request of the Town's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contactor/Vendor does not transfer the records which are part of this Agreement to the Town.
- d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contactor/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contactor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.
- e. IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119.

FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

### 22. CONFLICTS OF INTEREST

All Contractors must disclose within their Proposal the name of any officer, director, or agent who is also an employee of the CRA of Lake Park. Further, all Contractors must disclose the name of any CRA employee who has any interest, financial or otherwise, direct or indirect, of five present (5%) or more in the Contractors' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Contractor from this Solicitation and may be grounds for further disqualification from participating in any future Solicitations with the CRA.

### 23. PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

### 24. OTHER GOVERNMENTAL AGENCIES

If a Contractor is successfully awarded a contract as a result of this Solicitation, the Contractor shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.

### 25. COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be presented to the CRA, and adhered to by the Contractor, except in such cases where the completion date will be

delayed due to acts of nature, force majeure, strikes or other causes beyond the control of the Contractor.

### 26. FAILURE TO DELIVER OR COMPLETE WORK

Should the Contractor fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the CRA reserves the authority to cancel the contract with the Contractor and secure the services of another vendor to purchase the items or complete the work.

If the CRA exercises this authority, the CRA shall be responsible for reimbursing the Contractor for work that was completed, and items delivered and accepted by the CRA in accordance with the contract specifications. The CRA may, at its option, demand payment from the Contractor, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the CRA as a result of having to secure the services of another vendor.

### 27. CORRECTING DEFECTS

The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the CRA, within three (3) calendar days after the CRA notifies the Contractor of such deficiency in writing. If the Contractor fails to correct the defect, the CRA may (a) place the Contractor in default of its contract; and/or (b) procure the products or services from another source and charge the Contractor for any additional costs that are incurred by the CRA for this work or items, either through a credit memorandum or through invoicing.

### 28. ACCIDENT PREVENTION AND SAFETY

Precautions shall be exercised at all times for the protection of persons and property. All Contractors performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and CRA regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor. Barricades or other safety devices shall be provided by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the CRA.

**IN WITNESS WHEREOF**, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:	TOWN OF LAKE PARK
By: Vivian Mendez, CRA Clerk	By: Michael O'Rourke, Chairman
	APPROVED AS TO FORM AND LEGAL SUFFICIENCY
	By:Thomas J. Baird, CRA Attorney
STATE OF FLORIDA	
COUNTY OF PALM BEACH	
The foregoing instrument has been acknoted in the contract of	owledged before me this day of Chairman of the Town of Lake Park CRA,
(NOTARY SEAL)	
	Notary Public, State of Florida
WITNESSES:	Brandano Displays, Inc.:

By Care Chin.	BX
Diane Chivara	Its: Vice President
Printed Name	
	Patrick J. Brandano
Thoras Wood	Printed
Theresa Wood	
Printed Name	
STATE OF FLORIDA	
_	
COUNTY OF BROWARD	
	wledged before me by means of 🗶 physical
	his (date) <u>SPPTEMBER 23, 2022</u> by
	J. BRANDANO, (title of officer or agent)
	Brandano Displays, Inc., a State of Florida ion. He/she is personally known to me or has
produced (type of identification)	
/	
[Notary Seal]	(Signature of person taking acknowledgment)
CRISTINA M CURRY  Notary Public - State of Florida  Commission # HH 204327  My Comm. Expires Dec 5, 2025  Bonded through National Notary Assn.	CRISTINA M. CURRY (Name typed, printed or stamped

P:\DOC\$\26508\00003\DOC\26R8795.DOCX

### **EXHIBIT B - FORMS**

### **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 August 17, 2022
Addendum #2, Dated
Addendum #3, Dated
Addendum #4, Dated
Addendum #5, Dated
Addendum #6, Dated
Addendum #7, Dated
Addendum #8, Dated
Addendum #9, Dated
Addendum #10, Dated
PART II:
NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION
Firm Name: \( \int \) Brandano Displays, Inc.
Signature
Name and title (Print or Type): <u>Patrick J. Brandano, Vice President</u>
Date: 08/30/2022

### **BID SUBMITTAL SIGNATURE PAGE**

### CRA Holiday Lighting and Decorating Services RFP No. 106-2022

Instructions: This form constitutes item 'b' of Part I. Include this form, along with all other forms identified below in your response to this RFP.

In accordance with the plans, specifications, scope of services, and/o	or scope of work in	ncluded in this Bid
document, the TOTAL BASE BID for this project is:		
With 26' Tree option + 4100p Gold trim Bow Gotion	(\$33,938	_hamorone
(Thirty Three Thousand Nin hundred Thiright Eigh		
Required documents attached?	(checklist)	
PART 1		
- Acknowledgement of Addenda	X	
- Bid Submittal Page (signed)	X	
- Proposal Cost Sheet	X	
- Conflict of Interest Disclosure Form	X	
- Notification of Public Entity Crimes Law	X	
- Drug-Free Workplace	X	
- Non-Collusion Affidavit	X	
- Truth-in-Negotiation Certificate	X	
- List of References	X	
- Anti-Kickback Affidavit	X	
- List of Subcontractors, if applicable	X	
PART 2		
<ul> <li>Certificate of Insurance (per specification)</li> </ul>	X	
- Bid bond (per Section 1), if applicable	X	
<ul> <li>Statement of prior or pending litigation</li> </ul>	X	
PART 3		
- Copies of all licenses, certifications, business tax receipts	X	
PART 4 (OPTIONAL)		
- Clarifications or Exceptions	X	
NAME OF FIRM: Brandano Displays, Inc.		
ADDRESS: 1473 Banks Road, Margate, FL 33063		
PHONE #:954-461-6598 FAX #:954-956-72	256	
E-MAIL:patbrandano@brandano.com		

Statement by Bidder: "I HAVE REVIEWED ALL PLANS, MANUALS, SPECIFICATIONS, AND ALL OTHER INFORMATION
CONTAINED WITHIN THIS SOLICITATION, AND UNDERSTAND ALL REQUIREMENTS"

AUTHORIZED SIGNATURE: TO MOTO	
NAME & TITLE (TYPED or PRINTED): Patrick J. Brandano	

### PROPOSAL SUBMITTAL SIGNATURE PAGE

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

Firm Name:		
Brandano Displays, Inc.		
Street Address:		
1473 Banks Road, Margate, FL 33063		
Mailing Address (if different from Street Address):		
Telephone Number(s): <u>954-461-6598</u>		
Fax Number (s): 954-956-7256		
Email Address:patbrandano@brandano.com		
Federal Employer Identification Number: <u>16-1366604</u>		
Signature:		
(Signature of authorized agent)		
Print Name: Patrick J. Brandano		
Title: Vice President		
Date:8/30/2022		

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICIATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT THAT UNEQUIVOACLLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

### **TOWN OF LAKE PARK**

### RFP No. 106-2022

### **CRA HOLIDAY LIGHTING AND DECORATING SERVICES**

### PROPOSAL COST SHEET

Item	Product Description	Quantity	Year 1 Cost	Year 2 Cost	Year 3 Cost
1	Decorative LED Lighted Pole Displays, Mounted.	21	\$9,450	\$9,450	\$9,450
2	LED Light Wraps for Poles, Installed.	21	\$1,050	\$1,050	\$1,050
3	3-D Structural Bows (Install not needed by bidder) (Brandano assumes this is a purchase. See additional pricing and options on pricing page of proposal)	25	\$3,125	\$0	\$0
4	LED Lighted Decorated Wreaths (Install not needed by bidder) (Brandano assumes this is a purchase. See additional pricing and options on pricing page of proposal)	2	\$990	\$0	\$0
5	24' or 26' Artificial Holiday Tree (Please see additional pricing options on pricing page of proposal)	1	\$16,923	\$16,923	\$16,923
6	Decorated Lighted Menorah	1	\$1,200	\$1,200	\$1,200
7	Decorated Lighted Kinara	1	\$1,200	\$1,200	\$1,200
		Total:	\$33,938	\$29,823	\$29,823
		Three (3) Year	Total \$ 93,584		

The hereby undersigned submits this proposal and certifies that they are an authorized representative of the proposer who may legally bind the proposer.

Company Name: Branc	lano Displays, Inc.	
Address: <u>1473 Banks Ro</u>	pad	
City: <u>Margate</u>	State: FL	Zip: <u>33063</u>
Phone No.: 954-461-659	98 Fa	x No.: <u>954-956-7256</u>

Email: <u>patbrandano@brandano.com</u>		_
Authorized Signature	Date:	8/30/2022
10	_	

#### CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Town of Lake Park.

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

The purpose of this disclosure form is to give the Town 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 consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

To the best of my knowledge, the undersigned firm has no potential conflict of interest due to

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

any other Cities, Counties, contracts, or property interest for the Proposal.	
The undersigned firm, by attachment to this form, submits information that may be a conflict of interest due to other Cities, Counties, contracts, or property interest for this Research	
Acknowledged by:	
Brandano Displays, Inc.  Firm Name  Signature	
Patrick J. Brandano, Vice President	
Name and title (Print or Type)	
8/30/2022	

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 Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals 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.

Δ	ام	'n	οw	ماء	dа	Δ,	1	h	,	
А	CI	CI 1	OW	πe	uе	e	J.	יט	v	i

Brandano Displays, Inc.
Firm Name
To have
Signature
Patrick J. J. Brandano, Vice President
Name and Title (Print or Type)
8/30/2022
Date

#### **DRUG-FREE WORKPLACE**

Brandano Displays, Inc.	is a drug-
free workplace and has a	
(Company Name)	
Substance abuse policy in accordance with and pursuant to Section	1 440.102, Florida Statutes
Acknowledged by:	
Patrick J. Brandano	
Firm Name Signature	
Patrick J. Brandano, Vice President	
Name and title (Print or Type)	
8/30/2022	
Date	

#### **NON-COLLUSION AFFIDAVIT**

	OF Florida		
COUN	ITY OF Browned		
Before duly sv	me, the undersigned authority, personally appeared Patrick J. Brandano who after being by me first vorn, deposes and says of his/her personal knowledge that:		
a.	He/She is Vise President of Brandows Displays, the Proposer that has submitted a Proposal to perform work for the following:		
	RFQ No.: 106-2008 Title: CKAHONday Lightipard Decod		
b <sub>**</sub>	He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.		
	Such Proposal is genuine and is not a collusive or sham Proposal.		
C.	Neither the said Proposer 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 Proposer, firm or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal 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 Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, 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. <u>.</u>	The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest including this affiant.  Signature		
Subscribed and sworn to (or affirmed) before me this 17th day of August 2027 by			
Vat	rick J. Brandan Pwho is personally known to me or who has produced rivers license as identification.		
+10	Trivers license as identification.		
SEAL	Notary Signature  Notary Public - State of Florida Commission # HH 205659  Notary Public (State): Florida  My Comm. Expires Dec 8, 2025  My Commission No.: HH 205659  Expires on: December 8 2025		

#### TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

Ву:	Patrick J. Brandano	
Title:	Vice President	
Date:	8/30/2022	

#### **LIST OF REFERENCES**

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

REF	ERENC	E #1
-----	-------	------

Company/Agency Name:	City of Hollywood	
Address:	1405 South 28 <sup>th</sup> Ave	
	Hollywood, FL 33022	
Point of Contact:	Daniel Mell	
Phone Number:	954-921-3501	
Fax Number:		
E-mail:	dmell@hollywoodfl.org	
		_
REFERENCE #2		
Company/Agency Name:_	City of Lake Worth Beach	
Address:	501 Lake Avenue	
_	Lake Worth Beach, FL	
Point of Contact:	Lauren Bennett	

#### REFERENCE #3

Phone Number:

Fax Number:

E-mail:

Company/Agency Name:	City of Key West	
Address:	1300 White Street	
_	Key West, FL 33040	
Point of Contact:	Karen Olsen	
Phone Number:	305-809-3803	
Fax Number:		
E-mail:	kolsen@cityofkeywest-fl.gov	

lbennett@lakeworthbeachfl.gov

561-586-7421

#### **ANTI-KICKBACK AFFIDAVIT**

COUNTY OF PALM BEACH Broward	
BEFORE ME, the undersigned authority, personally appeared Patrick J. Braz	dan
(1) 1 am Vice Prosident of Brandows Disdays the offeror that has sub	omitted a proposal
to perform work for the following project:	
Contract # 106-2088 Project name: CVA Holiday Ushhip an	o Decorations Services
(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connect to be performed at the property identified above will be paid to any employee of the Town commission, kickback, reward or gift, directly or indirectly by me or any member of my firm	of Lake Park as a
the corporation.  Signature	
	37
by Patrick J. Brandano who is personally known to me or who has	
produced Fidrivers license as identification.	
NOTARY SEAL: Notary Signature:	
Notary Name: Betty James  Notary Public - State of Florida Commission # HH 205659 My Comm. Expires Dec 8, 2025  Notary Public - State of Florida Commission # HH 205659 My Comm. Expires Dec 8, 2025	<u>S</u> orida

#### LIST OF SUBCONTRACTORS AND PRIME VENDORS

The following are the subcontractors and prime vendors anticipated to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK, Project Manager.

#### NO SUBCONTRACTORS WILL BE USED FOR THIS PROJECT!!

NAME OF COMPANY	ADDRESS OF COMPANY	PHONE/CONTACT
1)		
2)		
3)		
4)		
5)		



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Ke 59 Ta INSL Bra 14 Ma	HIS IS TO CERTIFY THAT THE POLICIES	OF I	NSUF	10344 E <b>NUMBER:</b> 61562711 RANCE LISTED BELOW HAN	INSURER C: National Union Fire Ins of Pittsburgh INSURER D: Technology Ins. Co. 42376 INSURER E: INSURER F: REVISION NUMBER: AVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS				
C E	ERTIFICATE MAY BE ISSUED OR MAY I XCLUSIONS AND CONDITIONS OF SUCH	PERT POLI	AIN,	THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	ED BY THE POLICII BEEN REDUCED BY	ES DESCRIBEI PAID CLAIMS	D HEREIN IS SUBJECT TO	O ALL TH	HE TERMS,
LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)		LIMIT		
В	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	Y	Y	BRK0001528 00	8/20/2021	10/11/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,00	00
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$ 2,000,00	10
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,00	10
	OTHER:							S	
Α	AUTOMOBILE LIABILITY	Υ	Υ	BRAU396462	9/29/2022	9/29/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000.00	00
	ANY AUTO				l)		BODILY INJURY (Per person)	S	
	ALL OWNED X SCHEDULED AUTOS						BODILY INJURY (Per accident)	MAGE	
	Y NON-OWNED	NON-OWNED				PROPERTY DAMAGE (Per accident)	DAMAGE \$		
	X Comp \$1000 X Coll \$1000							\$	
С	X UMBRELLA LIAB X OCCUR	Υ	Υ	BE 014789900	8/20/2021	10/11/2022	EACH OCCURRENCE	\$ 4,000,00	00
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 4,000,00	00
	DED RETENTIONS							5	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC4046245	1/1/2022	1/1/2023	X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	S 1,000,000	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	EE S 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	S 1,000.00	00
A	Hired Auto Physical Damage			BRAU396462	9/29/2022	9/29/2023	Actual Cash Value Comp Coll	\$75,000 \$1,000 \$1,000	
CERTIFICATE HOLDER  CANCELLATION 30 Days*/10* for non payment  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
	For Informational Purposes	Onl	У		AUTHORIZED REPRESENTATIVE				

Brandano Displ potential litigat our insurance c	lays, Inc. was in tion related to a arrier.	corporated in	1990 and ha 2017 in Brow	s no previous vard County, F	litigation. The lorida. This is	ere is a current being handled	by

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000 VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA:
Business Name:

Receipt #: 279-7451 ALL OTHERS Business Type: (MANUFACTURE/WHOLESALE)

Business Location: 1473 BANKS RD Owner Name: BRANDANO JOHN

Business Opened:04/01/2009

MARGATE

**Exemption Code:** State/County/Cert/Reg:

**Business Phone:** 

**Employees** 

Seats

Rooms

Professionals

Machines

			or Vending Business Only	yار		
	Number of Machines:	ines:		Vending Type:	••	
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	-
45.00	00.0	00.00	00.0	00.0	00.00	

45.00

Total Paid

# THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

and zoning requirements. This Business Tax Receipt must be transferred when 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 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

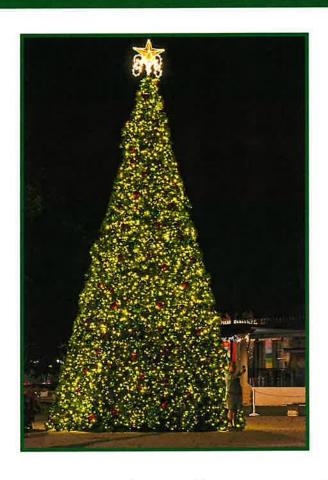
it is in compliance with State or local laws and regulations.

Mailing Address:

BRANDANO DISPLAYS INC 1473 BANKS RD 33063 MARGATE, FL

Receipt #02B-21-00003543 Paid 08/09/2022 45.00

# Brandano Displays, Inc.



# **Town of Lake Park**

2022 RFP No. 106-2022

Holiday Lighting and Decorating Services

Due: August 31, 2022, at 2pm EDT



Founded in 1976, Brandano Displays, Inc. is a full service decorating company specializing in providing illuminated Christmas décor for cities, towns, shopping centers, festivals, enclosed malls and commercial complexes. Brandano Displays, Inc. has produced exciting Holiday displays for over 2,000 clients nationally.

As manufacturers, we produce the highest quality decorations and displays while providing competitive prices. All clients are provided with design and marketing services as well as installation assistance. Professional installation and maintenance services are available to all our customers.

Our client list includes the country's most popular Down towns, Shopping Centers, Attractions and Corporate parks. Each holiday season millions of people are enjoying our lighting and designs.

Whether a project is large or small, we always welcome the opportunity to present our company, our products and our services.



#### **Profile of Proposer**

RE: Profile of Proposer

RFP No. 106-2022 Holiday Lighting and Decorating Services

Dear Town of Lake Park:

I would like to thank you, and the management of Town of Lake Park for providing Brandano Displays, Inc. the opportunity to respond to your RFP No. 106-2022 Holiday Lighting and Decorating Services for your town. The purpose of this letter is to provide you with a profile of our company.

Brandano Displays, Inc. has been providing Holiday décor and related services to South Florida since 1992. Our manufacturing capability and proximity to the metropolitan area has provided our customers with high profile traffic generating "state of the art" displays and lighting techniques at a fraction of the prevailing market cost.

Our daily maintenance schedule, hands-on management approach by principals and professional execution at installation has provided our customers a virtual problem free experience managing Decor over the years.

#### Company Overview and Capabilities

Founded in 1976, Brandano Displays, Inc. is a full-service decorating company specializing in providing high profile traffic generating illuminated Christmas décor for cities, towns, shopping centers, festivals, enclosed malls and commercial complexes. Brandano Displays, Inc. has produced exciting Holiday displays for over 3,000 clients nationally.

As manufacturers, we produce the highest quality decorations and displays while providing competitive prices. All clients are provided with design and marketing services as well as installation assistance. Professional installation and maintenance services are available to all our customers.

# **Profile of Proposer (Continued)**

Brandano Displays, Inc, for over 30 years has set the bar for the highest industry standards regarding designs, manufacturing standards, service and continued product reliability. Our unprecedented rate of customer retention is a result of this great service and attention to detail. Brandano Displays, Inc. currently retains copyrights to over 1,000 designs and retains the nation's largest Holiday Décor rental inventory valued at over \$8,000,000.

The principals at Brandano Displays, Inc. have been actively involved in our communities and understand firsthand our customer's goals and objectives. We have been servicing Business Improvement Districts, Downtown Development Authorities and Community Redevelopment Agencies for 30 years and understand that our products have to create traffic and contribute to the economic impact goals of the investments to district.

We maintain corporate offices and 10,000 sq ft of warehousing and manufacturing space in Margate, FL. We also have 30,000 sq ft in Syracuse, NY. Our Syracuse distribution center services our customers in the northeast and the Midwest to meet our northern regional needs.

Several current full-service traffic generating projects in your direct market area include The City of South Miami, The City of Lauderdale By The Sea, The Riverwalk Trust, The City of Deerfield Beach, Zoo Miami, The Galleria Mall, Main Street @ Miami Lakes, The City of Boca Raton, Hialeah Gardens, Fantasy of Lights at Tradewinds Park and The City of Delray Beach.

High profile national accounts include Graceland, Bronx Zoo, Lincoln Park Zoo in Chicago, City of Milwaukee, Trump Towers in New York, City of Tempe in Arizona, San Diego Zoo, Kellogg World Headquarters in Battle Creek, Moody Gardens in Galveston and The Grand Geneva resort in Wisconsin.

#### **Summary of Proposer's Qualifications**

RE: Summary of Proposer's Qualifications

RFP No. 106-2022 Holiday Lighting and Decorating Services

a) Project Manager and Manufacturing Manager

Patrick J. Brandano

Position: Partner. Executive Vice President

Education: AS Mohawk Valley Community College

Experience: Over 32 years experience in designing, manufacturing,

installing and selling holiday lights. Years with Company: 34+ Years

Andrea Brandano

Position: South Florida Operations and Service Manager Education: AS Herkimer County Community College

Experience: Manufacturing, Installing and Maintaining Holiday

**Decorations** 

Years with Company: 12+ Years

b) Patrick Brandano has been designing, manufacturing and installing holiday lighting projects with budgets in excess of \$200,000 for over 30 years. Our manufacturing capabilities with disciplines in forming steel, electrical, wood and fabric provide our local customers with the convenience of a national company in their backyard.

Other similar sized local projects include The City of Deerfield Beach, the City of Delray Beach, and the City of South Miami.

#### **Summary of Proposer's Qualifications**

- c) Andrea Brandano has been supervising Holiday décor installation and maintenance for 10 years and brings excitement, youth and professionalism to each project providing customers a direct service contact available 24/7 throughout the entire season.
- d) Other management personal includes weld shop and assembly supervision representing over 20 years each with the company.
- e) The entire project will be micromanaged by Patrick Brandano. The participation of a principal is paramount in facilitating design parameters, electrical issues and creating relationships with Town representatives. An experienced staff of seasonal installers will install the displays under the direct supervision of Patrick Brandano.
- f) We will be on site with a crew for the lighting ceremony.
- g) The only necessary municipal staff will be our primary contact and electrical department contact.

# **Additional Experience & Qualifications**













# **Additional Experience & Qualifications**

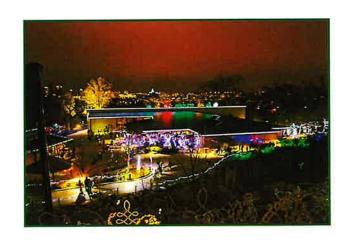












# **Additional Experience & Qualifications**













#### **REFERENCE #1**

Name of Firm or Agency: City of Hollywood

Address: 1405 South 28th Ave,. City/State/Zip: Hollywood, FL 33022

Contact: Daniel Mell Title: Recreation Coordinator Telephone: 954-921-3501 Email: DMELL@hollywoodfl.org

Scope of Work: Installation of 30' tower tree with a 4' custom tropical base at

Young Circle. Full Service.





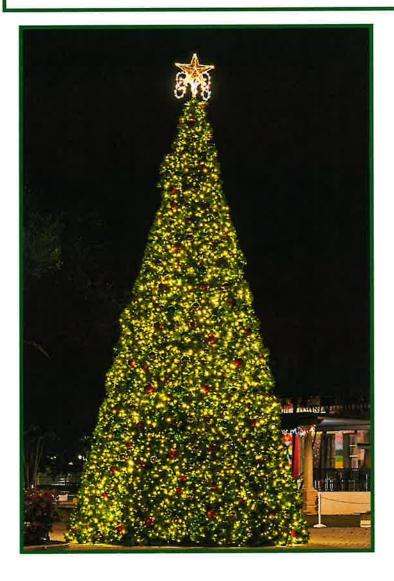
# **REFERENCE #2**

Name of Firm or Agency: City of Lake Worth Beach

Address: 501 Lake Avenue

City/State/Zip: Lake Worth, FL 33460

Contact: Lauren Bennett Title: Director Leisure Services
Telephone: 561-586-7421 Email: Ibennett@lakeworthbeachfl.gov
Scope of Work: Installation of 30' tower tree with full service.







#### **REFERENCE #3**

Name of Firm or Agency: City of Key West

Address: 1300 White Street
City/State/Zip: Key West, FL 33040

Contact: Karen Olson: Deputy Director Port & Marine Services Telephone: 305-809-3803 Email: kolson@cityofkeywest-fl.gov

Scope of Work: 2018, 2019, 2020. We designed, manufactured and installed displays

including tree lighting.









# Project Understanding, Proposed Approach, & Methodology

<u>Communication</u>: Communication between Brandano Displays and the Town is critical throughout the entire process from Design confirmation, to infrastructure development, to installation and management, to Dismantling and packing away of the displays. A chain of command will be established between Brandano executives and Town representatives to insure a smooth and pleasant experience. <u>Access to a Brandano Displays principal</u> will be available to the Town on a 24/7 basics.

<u>Project timeline</u>: A project timeline will be created with target dates for completion of sequential tasks paramount to the ongoing success of the program. Inclusive but not limited to following:

- Final Budget
- Design Approval
- Installation and Dismantling Schedule

<u>Safety</u>: Brandano Displays is committed to the Safety of our employees as well as the people that are in their vicinity. Each employee is trained to work safely in areas with high pedestrian density to ensure a safe environment for all. We are also committed to provide our teams with the safest and most current tools and equipment available.

<u>Employee Training</u>: Our teams are made up of people experienced with the installation and maintenance of our products as well as basic construction practices. We train internally and balance our teams to ensure experienced personnel are on each.

<u>Reporting Methods and Invoicing</u>: Invoicing and reporting will be as per city requirements.

#### **Pricing**

#### 24'/26' Christmas Tree:

\$14,392.00/\$16,923.00

24' Christmas Tree will be the Branch Style Tower tree with 4' Topper lighted with 146 Branches, 10,200 Pure White miniature lights and 544 metallic ornaments (5",6",8"). Branches, 4' Topper and ornamentation will be new for the 2022 season.

Menorah: \$1,200.00

Ornate Menorah Sculpture will be 6' tall and 6' wide, glitter filled for daytime effect

Kinara: \$1,200.00

Ornate Kinara Sculpture will be 6' tall and 6' wide, glitter filled for daytime effect

#### 5'-6' LED Lighted Pole Decorations w/ Lighted Pole Wrap: \$10,500.00

Hand formed steel frame, glitter filled for daytime effect, marine grade powder coat and paint, 24Volt miniature LED lights throughout, closed watertight system, UV inhibited glitter mesh for daytime effect when available, mounting hardware, stainless mounting clamps, Includes a Complementing Garland Pole Wrap featuring LED lights to match OR a lighted wrap that only includes a string of lights heavily lighting the pole to compliment the pole decoration display.

\*\*\*\*Ability to choose multiple designs or customize your own Design and Look\*\*\*\*

#### 36" 4 Loop Red Outdura Bow:

These are the Bows Brandano Displays uses in their rental inventory, they are shapeable on a substantial frame, do not fade or deteriorate with UV exposure and they look great. Expect over 8 seasons of service with reasonable care. They are available with 2 loops or 4 loops. (Samples provided upon request)

2-Loop 36" Bow, solid color: \$95.00 each/\$2,375 Total \$15.00 each/\$2,875 Total \$115.00 each/\$2,875 Total \$110.00 each/\$2,750.00 Total Gold Trim 4-Loop option 36" Bow: \$125.00 each/\$3,125.00 Total

<u>48" Wreath</u>: \$ 495.00 each/\$990 Total

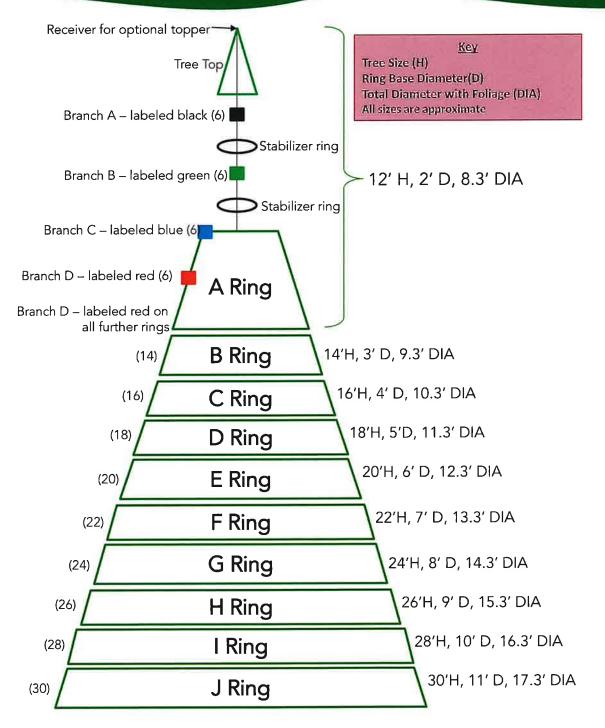
48" plush wreaths decorated with blue and white LED Lights and ornamentation











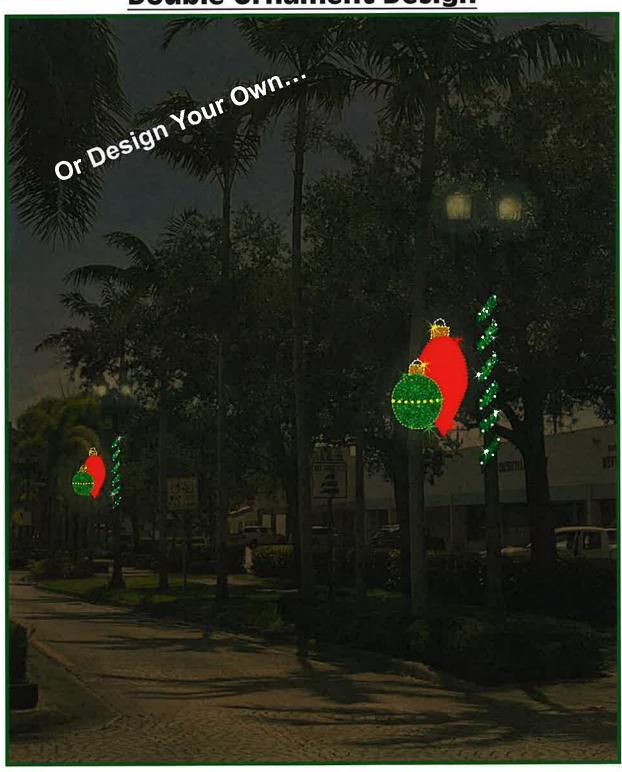
Brandano Tiplays Onc.

#### **Your Choice of Tree Topper**

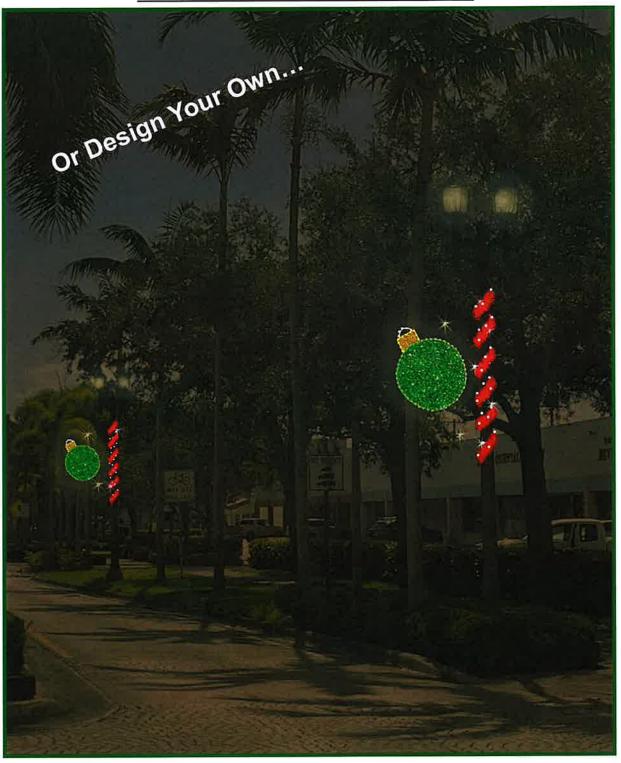
(or customize your own with our design team)



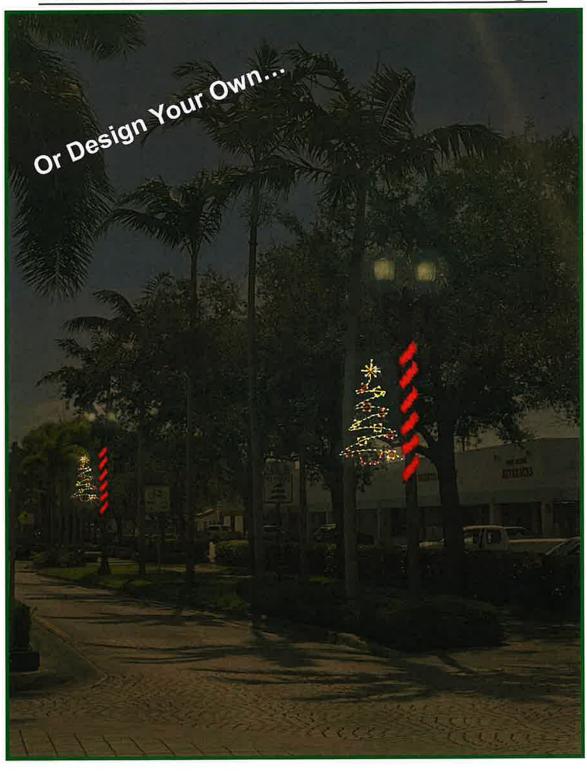
# **Double Ornament Design**



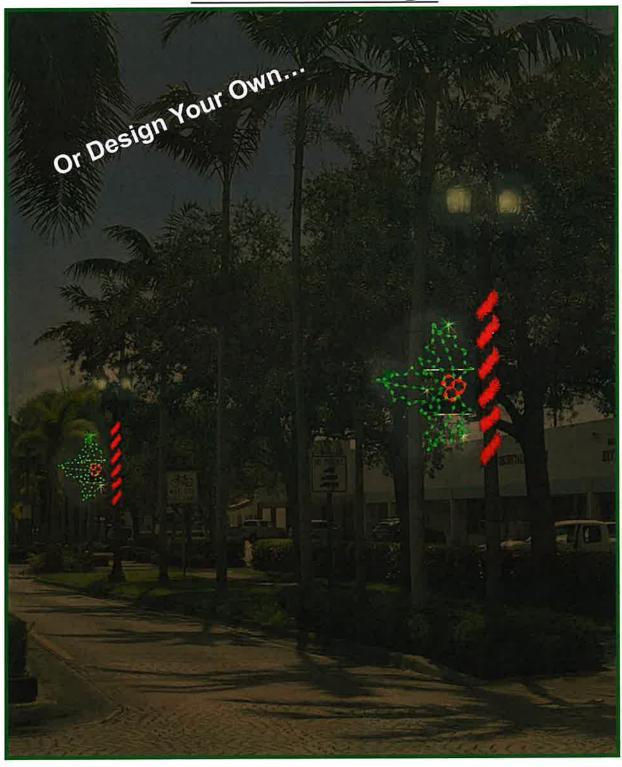
# Single Ornament Design



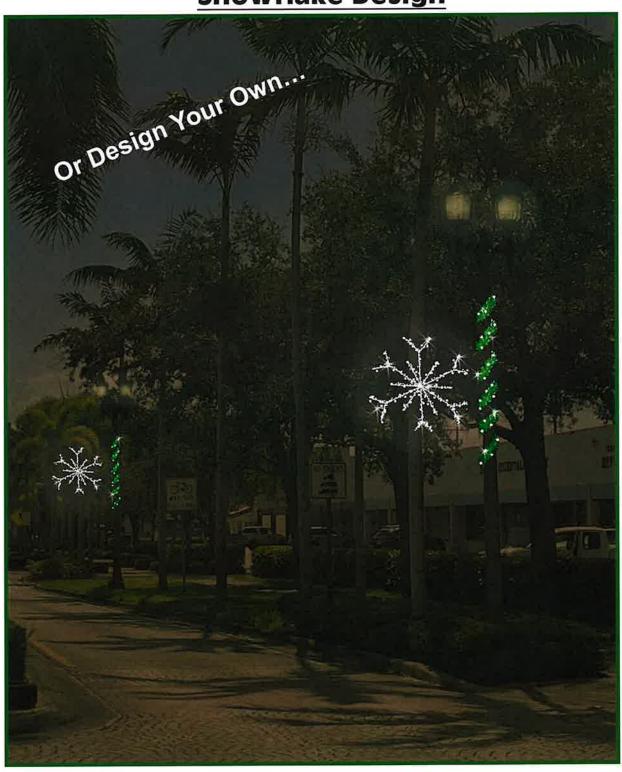
#### **Ornate Tree with Ornaments Design**



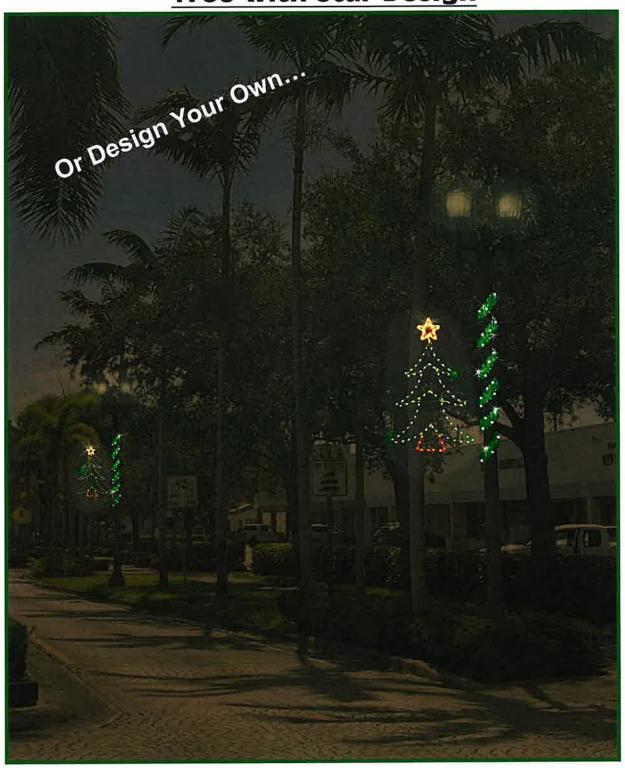
# Poinsettia Design



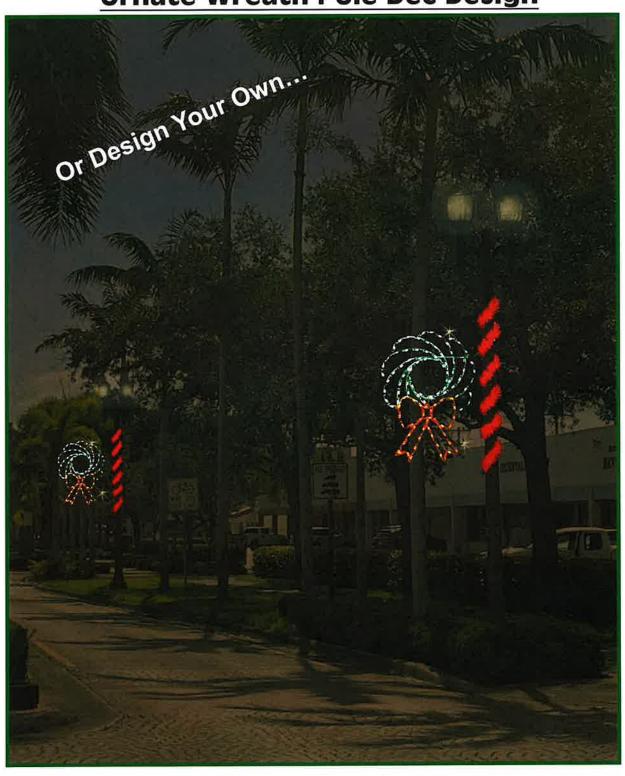
# **Snowflake Design**



#### Tree with Star Design



# Ornate Wreath Pole Dec Design









#### **Custom Glittered Kinara Design**



Brandano Tiplays Onc.

#### **Custom Glittered Menorah Design**



Drandano Tiplay Onc.

# Brandano Displays, Inc.

# **Disclosure Statement**

Information, color art and all materials contained in this document are considered proprietary to Brandano Displays, Inc. This material is provided to assist in the review and analysis of this document and may not be used for any other purpose than expressly needed to complete this objective. Information and design materials may not be disclosed in whole or in part outside of your Company's technical compliance to specifications, and such subsequent acquisition review and internal approval procedures necessary to this review activity, without express written permission from Brandano Displays, Inc. This proprietary information is considered business sensitive and must be handled appropriately. All color art and material contained in this document must be returned to Brandano Displays, Inc. when the selection process is complete.

#### **(U)** UrbanLeap



**Report Date:** 9/1/2022

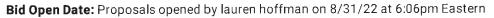
Bid Open Date: Proposals opened by lauren hoffman on 8/31/22 at 6:06pm Eastern

Contents		Page
Brandano Displays, Inc	Brandano Displays, Inc. by Brandano Displays	2
<b>?</b>	New solution by noelchristmaslightpros.com	5
	New solution by Holiday Outdoor Decor	6





**Report Date:** 9/1/2022





#### Stage: Round 4

#### Brandano Displays, Inc.



#### **Average Evaluation Scores**



**Average Score** 

93 / 120

**Total Completed Evaluations** 

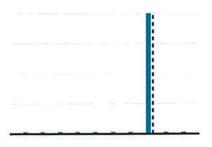
2

**Overall Consistency of Evaluations** 

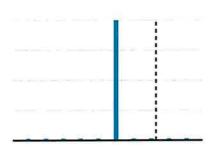
Highly Consistent (evaluators were very aligned)

**Breakdown by Category** 

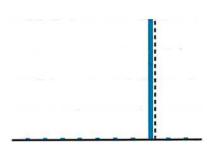
#### Category: Experience of Vendor



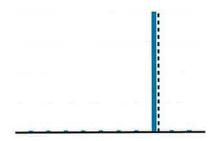
Category: Proposal



Category: Workload and Scheduling



Category: Financial/Other



#### **Relative Score**

Highest scored category (3% above average)

#### **Consistency of Evaluations**

Highly Consistent (evaluators were very aligned)

#### **Relative Score**

Lowest scored category (18% below average)

#### **Consistency of Evaluations**

Highly Consistent (evaluators were very aligned)

#### **Relative Score**

3% above average

#### Consistency of Evaluations

Highly Consistent (evaluators were very aligned)

#### **Relative Score**

3% above average

#### **Consistency of Evaluations**

Highly Consistent (evaluators were very aligned)

#### Individual Evaluation Scores and Comments

Roberto Travieso <a href="mailto:rravieso@lakeparkflorida.gov">rravieso@lakeparkflorida.gov</a>

93

NOTES ROUNDS SCORECARD EVALUATIONS

**Scorecard Summary** 

Completed Evaluations

Average Score

2/2

78%

#### View Scorecard & Averages

Criteria	Average Score	Weight	Average Total
Proposal			
Value for cost	4	×7	28
Experience of Ve	endor		
Company credentials	5	×2	10
Experience in similar jobs	5	×3	15
Vendor's references	5	×1	5
Financial/Oth	er		
Overall completeness, clarity and quality of proposal	5	×2	10
Evidence of insurance capability	5	×1	5
Workload and Sch	eduling		
Meeting the Town's requirements	5	×2	10
Schedule will accommodate this contract	5	×2	10
BUILDING TO THE PROPERTY.		Total	93



**Report Date:** 9/1/2022

Bid Open Date: Proposals opened by lauren hoffman on 8/31/22 at 6:06pm Eastern

#### Stage: Round 1

#### New solution



#### noelchristmaslightpros.com

http://noelchristmaslightpros.com



**Report Date:** 9/1/2022

Bid Open Date: Proposals opened by lauren hoffman on 8/31/22 at 6:06pm Eastern



#### Stage: Round 1

#### New solution



#### **Holiday Outdoor Decor**

http://holidayoutdoordecor.com

Founded data

1921

Headquarters

Allentown, Pennsylvania

**Number of employees** 

11 - 50

Estimated annual revenue

\$1M-\$10M

inkedin.com/company/rileighs-outdoor-decor

twitter.com/outdoor\_holiday