

RESOLUTION NO. 18-216

A RESOLUTION OF THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING THE AWARD OF A THREE YEAR CONTRACT FOR HOLIDAY LIGHTING TO BRANDANO DISPLAYS, INC. IN ACCORDANCE WITH THEIR RESPONSE TO REQUEST FOR PROPOSALS (RFP) NO. 005-18 AND ADDITIONAL NEGOTIATED TERMS; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN SUBSTANTIAL CONFORMANCE WITH TERMS CONTAINED IN RFP 005-18, UPON CONSENT OF THE CITY ATTORNEY; AUTHORIZING NECESSARY BUDGET TRANSFER(S); PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, one proposal was received in response to RFP 05-18, and after a presentation and discussion before the Bight Board in May 2018, and further negotiations with staff, the vendor agreed to a significant discount on the original base bid, along with alternates; and

WHEREAS, at its meeting of June 13, 2018, the Key West Bight Management District Board considered the negotiated proposal, and recommended that the CRA award a contract to Brandano Displays, Inc.; and

NOW, THEREFORE, BE IT RESOLVED BY THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

Section 1: That the City Manager is authorized to enter into a three-year contract with Brandano Displays, Inc. in a first-year amount not to exceed \$59,827.00, with CPI adjustments and additive or deductive alternates to be determined for the two following years, in accordance with terms and conditions contained in Request for Proposal # 005-18 and amendments thereto, and with the CRA's final approved budget or approved budget amendment.

Section 2: That a budget transfer from Key West Historic Seaport Reserves to account 405-7504-575-4800, promotional expenses, in the amount of \$30,000.00 is hereby approved in FY 17-18. Additional funds will be budgeted in FY 18-19.

Section 3: That the City Manager is authorized to execute a contract in substantial conformance with documents contained in RFP 005-18, inclusive of negotiated amendments, upon consent of the City Attorney.

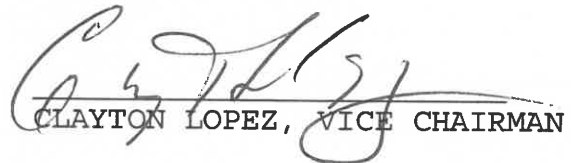
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Agency.

Passed and adopted by the Caroline Street Corridor and Bahama Village Community Redevelopment Agency at a meeting held this 3rd day of July, 2018.

Authenticated by the presiding officer and Clerk of the Agency on July 5, 2018.

Filed with the Clerk July 5, 2018.

Chairman Craig Cates	<u>Absent</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>


CLAYTON LOPEZ, VICE CHAIRMAN

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

TO: Community Redevelopment Agency (CRA)
FROM: Key West Bight Management District Board
Doug Bradshaw, Director Port & Marine Services
DATE: June 25, 2018
SUBJECT: Holiday Lighting – Three Year Contract Agreement

ACTION STATEMENT:

Resolution approving the sole respondent, Brandano Displays, Inc., for the Holiday Lighting – Key West Historic Seaport and authorizing the City Manager to execute a three (3) year contract, subject to City Attorney review. Also authorizing the necessary budget transfer. The first-year award amount is \$59,827 with adjustments for CPI starting the second year along with the Bight Boards ability to add and/or deduct from previous years display in accordance with the CRA's final approved budget or approved budget amendment.

BACKGROUND:

The Bight before Christmas is an annual event nationally advertised by the Tourist Development Council (TDC) drawing visitors from across the country. Each year Key West Historic Seaport staff and tenants had made a combined effort to provide holiday lighting and decorations in support of this important event.

In 2014 the Seaport began utilizing a professional holiday lighting company to provide this service to reduce staff's involvement with the installation, maintenance and removal. And in 2015, through resolution #15-299, a three-year contract was awarded for these services.

The Key West Bight Management District Board approved this item at their June 13, 2018 meeting.

PURPOSE & JUSTIFICATION:

RFP #005-18 Holiday Lights – Key West Historic Seaport was publicly advertised and proposals received by a sole vendor on April 4, 2018. The proposals were to include pricing for a base proposal and nine add/alternate proposals to provide holiday lighting and decorations throughout the Seaport.

With Brandano Displays, Inc. the sole respondent, Staff invited them for a presentation to the Bight Board during its May meeting. With the feedback from the Bight Board staff has negotiated a significant discount on the base bid along with eleven add/alternates including a "media wreath" with the Key West Historic Seaport logo.

Key to the Caribbean – Average yearly temperature 77° F.

EXCERPTS 3061203K3

Staff evaluated the sole respondent, their product, pricing and creativity and determined that a rebid of the project would not result in a better outcome.

FINANCIAL IMPACT:

Typically, payment to the vendor occurs twice, once in the current budget year and once in the next budget year (after October 1). Seaport has already utilized the current years budgeted amount for the Holiday Lighting event. A budget transfer from the Key West Historic Seaport Reserves to account 405-7504-575-4800 Promotional Expenses in the amount of \$30,000 will be required to cover the first payment for the upcoming event. The second payment will come from next year's budget.

RECOMMENDATION:

Key West Bight Management District Board recommends approving the sole respondent, Brandano Displays, Inc., for the Holiday Lighting – Key West Historic Seaport and authorizing the City Manager to execute a three (3) year contract, subject to City Attorney review. Also authorizing the necessary budget transfer. The first-year award amount is \$59,827 with adjustments for CPI starting the second year along with the Bight Boards ability to add and/or deduct from previous years display in accordance with the CRA's final approved budget or approved budget amendment.

City Management is recommending against the increase, Management feels in the current financial situation caused by Hurricane Irma, adding an additional \$20,000 to the current Holiday Lighting budget is not an appropriate use of funds. Management recommends that the budget remain at the current \$40,000 limit.

INTEROFFICE MEMORANDUM

To: Karen Olson, Port and Marina Deputy Director
CC: David Sermak, Purchasing
From: Cheri Smith, City Clerk
Date: April 4, 2018
Subject: **KEY WEST HISTORIC SEAPORT HOLIDAY LIGHTING; RFP 005-18**

The following bid was opened Wednesday, April 4, 2018 at 3:00 p.m. in response to the above referenced project.

1. Brandano Displays, Inc.
1473 Banks Road
Margate, FL 33063

Brandano Displays, Inc.

Patrick J. Brandano
Managing Partner

May 30, 2018

Karen Olson
Deputy Director
Port & Marine Services
201 Williams Street
Key West, FL 33040

RE: Historic Seaport RFP #005-18 Holiday Decorations

Dear Karen:

It was a pleasure meeting with you last week and presenting our proposed designs to the Board.

Attached is a worksheet which itemizes the products and services we will be providing for the 2018 Holiday season. We have provided a preferred customer discount of \$6,315. The total cost for the products and services for the 2018 Season will be \$59,827.00 as per the attached worksheet.

All service and scheduling will be as per the RFP request and Brandano response. We will produce a supplement with illustrations of all the proposed designs.

Please feel free to contact me anytime with questions at my cell at (954) 461-6598. E-mail patbrandano@brandano.com

Very truly yours,

A handwritten signature in black ink, appearing to be 'P. Brandano', with a long horizontal line extending to the right.

Patrick J. Brandano

1473 Banks Road • Margate, Florida 33063
954.956.7266 • 800.777.6903 • Fax: 954.956.7256 • Cell: 954.461.6598
patbrandano@brandano.com
www.brandano.com

Base/ Alt	Scene Location	Map Scene Area	Title	Description	Special Pricing
Base	Ramps and Rails throughout Seaport	all	Natural Green Garland and Bows	500' of 12" Diameter branch type lighted Garland will be draped on rails and stairways throughout the Historic Seaport "Harbor Walk". Includes rails at the Public Restrooms, Turtle Museum and around "D" dock. Lighting will feature a combination of Warm White and Red C-9 LED Bulbs spaced 12" apart. Ornamentation will include 16" red Christmas bows spaced approximately 10' apart. As an option LED miniature lights can be supplemented for the same cost.	\$3,750
Base	Decorative light Poles throughout Seaport: Harbor Walk, D-Dock, Lazy Way Lane, Margaret St., Elizabeth Plaza, Margaret Street Plaza, Margaret St. parking Lot, 201	all	Garland, Lights and Bows for Decorative poles	70 Decorative poles will be decorated with a 20' Natural Pine 12' Diameter Branch Garland. Lighting will feature a C-5 style LED bulb and will alternate RED, GREEN and WARM WHITE. As a substitute LED miniature lights or Traditional C-7 can be used at no additional cost. Ornamentation will be a 16" wide Sumbrella Red Christmas loop bow with 16" tails.	\$10,640
Base	Coconut and other varieties of Palm trees throughout Seaport: Elizabeth Street Plaza, Lazy Way Lane, Harbor Walk, Margaret St parking lot, Access Road	all	Palm tree Lighting	39 Coconut and 7 fan palm will be lighted throughout the Historic Seaport. Each Coconut palm trunk will be lighted with 350 cool white LED miniature lights. There will be a crown of 50 red lights at the top of each trunk and 8 fronds in each tree will be lighted with 400 Green LED miniature lights. Other palm trunks will be lighted with 350 cool white LED miniature lights and a crown of 50 red lights at the top, no fronds. All lights will be the co-axial weatherproof type.	\$20,850
Alt # 7	Coconut Palm trees at the Lazy way Shops	all	Palm tree Lighting	5 Coconut Palms will be lighted in front of the stores at Lazy Way Lane. Each Coconut Palm trunk will be lighted with cool white LED miniature lights. There will be a crown of Red lights at the top of each trunk. All lights will be the co-axial weatherproof type.	\$1,040

Holiday Lighting 2018 Product and Services Selection Key West Historic Seaport RFP #005-18 "Product Component and Pricing"

Base/Alt	Scene Location	Map Scene Area	Title	Description	Special Pricing
Option al	To be determined	TBD	Key West Historic Seaport, Social Media Logo Wreath	This free standing display features an oval wreath (7' 6" x 9'6") with a computer generated insert (4'6" High x 6'9" Wide) of the "Historic Seaport" Logo. Illuminated with 500 LED multi Colored miniature lights and ornamented with two 16" red Christmas loop bows.	\$1,033
Option al	Outside corner of Green Street Parking Lot	1	Tropical Pelican	This fully illuminated display features a Tropical Pelican perched and waiting. The display is 6' tall and lighted with LED lights.	\$298
Base	#2 Day marker at Elizabeth Street	2	"2" Day marker and Egret	The day Marker will be outlined in Red Lights with the post wrapped in green garland with a red Bow. Standing next to the Day marker will be a fully illuminated Egret standing in a bed of Everglades grass. The Egret is 6' high and 3'6" wide.	\$450
Alt #3	Top of Recording Studio	3	Female singers with man with Guitar	This creative display will surely delight our music lovers. In the display are two stylist singers and a guitar player. Musical notes will complement the final design.	\$2,500
Option al	Lazy Lane side of the Recording at Ground Level	4	Flamingo Scene	This major scene features six metal sculpture flamingos. Three designs are featured. One is walking, one is standing and the other is feeding. Scale is as follows: walking (6'H x 3'W), standing (6'H x 1'6"W) and feeding (4'6"H x 3'6"W). The units are painted white and illuminated with pink bulbs. The scene has a display width of 31'.	\$2,047
Base	Lazy Lane East side of the Recording studio	5	Gumbo Limbo Tree on Lazy Lane	This Iconic Tree will be densely lighted with Blue lights on all the trunks and branches. 30 - 4' warm white Meteor shower light sets will hang randomly from the Branches,	\$1,750
Base	Williams Street Plaza	6	Western Union Sign at Williams Street	The Western Union Sign at Williams Street will be trimmed with 100' of 6" Diameter white garland and lighted with Blue C-5 LED Lights.	\$600
Option al	Wall Mount ; 201 William Street	7	Manatee Scene	This scene features a giant metal sculpture manatees (10'H x 8'6"W). The display is painted white and illuminated with clear lights.	\$990

Holiday Lighting **Key West Historic Seaport** **"Product Component and Pricing"**
2018 Product and Services Selection **RFP #005-18**

Base/ Alt	Scene Location	Map Scene Area	Title	Description	Special Pricing
Option al	Public Restroom Rails	8	Tropical Fish Scene	This major scene features metal sculptures of five colorful fish. The fish vary in size and design. Sizes are: 6'H x 3'W, 5'H x 4'W, 5'H x 7'6"W. Each unit is painted white and illuminated with multicolored lights. This scene has a display width of 52'.	\$2,725
Base	Turtle Cannery	9	Roof line lighting for gable and Eaves	The cannery will be outlined with C-9 LED alternating red, Green and Warm White lights. 225' of lightline will be used, bulb spacing will be 12" .	\$1,350
Option al	East side of Cannery Building	9	Swimming Turtle display, Animated	This selection of various sized swimming sea turtles will be mounted to the building and will randomly change colors from Green to Pink to blue to purple and to white. The rooflines of the building as well as the outlines of the window will be lighted. An audio component is also available to choreograph the design to a Christmas melody.	\$3,500
Alt #1	Dock Master Building	10	Swordfish on the Reef	The Eve of the Dock Master building will be lighted with animated blue and white Icicle lights. Featured at the building will be a Giant Swimming Swordfish above lighted tropical plants. The fish will be glitter filled and lighted with colorful LED lights	\$3,500
Base	#4 Day marker at Margaret Street	11	"4" Day marker and Pelican with Santa Hat Sculpture	The day Marker will be outlined in Red Lights with the post wrapped in green garland with a red Bow. Standing next to the Day marker will be a fully illuminated festive Pelican is sitting on a piling and showing off his Santa Hat. The display is 8' Tall and 4' wide and Lighted with LED C-7 bulbs.	\$450
Base	#5 Day marker at Grinnell Street	12	"5" Day marker and Egret	The day Marker will be outlined in Green Lights with the post wrapped in green garland with a red Bow. Standing next to the Day marker will be a fully illuminated Egret standing in a bed of Everglades grass. The Egret is 6' high and 3'6" wide.	\$450
Base	Ferry Terminal	13	Ferry Terminal hand rails	500' of lighted Red Garland will drape along the hand rails on all sided of the structure. Featured will be 9" Red garland lighted with C-9 alternating red and green lights.	\$3,000

Holiday Lighting **Key West Historic Seaport** **"Product Component and Pricing"**
2018 Product and Services Selection **RFP #005-18**

Base/ Alt	Scene Location	Map Scene Area	Title	Description	Special Pricing
Base	Water Front Brewery	14	Royal Palm Trees	The 7 Royal Palm trees in front of the Brewery will be lighted. Each Royal palm trunk will be lighted with cool white LED miniature lights. There will be a crown of red lights at the top of each trunk and 8 fronds in each tree will be lighted with Green LED miniature lights. All lights will be the co-axial weatherproof type.	\$3,120
Alt #8	Water Front Brewery	14	The Brewery entrance and Canopy	The Brewery entrance will feature 75' of Icicle lights on the Eaves with an 8' Tall Anchor Display on the top	\$1,200
Base	201 Williams Street Porch Overhangs	15	Roof line lighting for entrance Canopies	100' of C-9 lights will be attached to Canopy entrances. Lights will be Warm White and be spaced on 12" centers, white sockets will be used on white painted surfaces and green on the dark painted surfaces.	\$600
Optional	Outside corner of William Street Parking Lot	16	Egrets of the Everglades	This fully illuminated display features two Egrets standing in a bed of Everglades grass. Each Egret is 6' high and 3'6" wide.	\$298
			Sub-Total		\$66,142
			Negotiated Discount		\$6,315
			Total		\$59,827

Holiday Lighting **Key West Historic Seaport** **"Product Component and Pricing"**
2018 Product and Services Selection **RFP #005-18**

Base/ Alt	Scene Location	Map Scene Area	Title	Description	Special Pricing
Pricing for Additional Components Outside of Initial Order					
Option al	Ramps and Rails		Natural Green Garland and Bows	12" Diameter branch type lighted Garland will be draped on rails and stairways. Red C-9 LED Bulbs spaced 12" apart. Ornamentation will include 16" Red Christmas bows spaced approximately 10' apart. As an option LED miniature lights can be supplemented for the same cost.	\$7.50 per ft
Option al	Roof top and overhang lighting		Lights for Roof lines and Entrance Canopies	C-9 lights will be attached to Canopy entrances and roofs. Lights will be Warm White or Color of Choice and be spaced on 12" centers, white sockets will be used on white painted surfaces and green on the dark painted surfaces.	\$6.00 per ft
Option al	Decorative light Poles		Garland, Lights and Bows for Decorative poles	Decorative poles will be decorated with a 20' Natural Pine 12' Diameter Branch Garland. Lighting will feature a C-5 style LED bulb and will alternate RED, GREEN and WARM WHITE. As a substitute LED, color of choice, miniature lights or Traditional C-7 can be used at no additional cost. Ornamentation will be a 16" wide Sumbrella Red Christmas loop bow with 16" tails.	\$152.00 Each
Option al	Coconut Palm tree lighting with Fronds		Coconut Palm tree lighting with Fronds	Each <u>Coconut Palm</u> trunk will be lighted with 350 cool white LED miniature lights. There will be a crown of 50 red lights at the top of each trunk and 8 fronds in each tree will be lighted with 400 Green LED miniature lights. All lights will be the co-axial weatherproof type. (\$26 per 50 light set)	\$416.00 Each

Holiday Lighting **Key West Historic Seaport** **"Product Component and Pricing"**
2018 Product and Services Selection **RFP #005-18**

Base/ Alt	Scene Location	Map Scene Area	Title	Description	Special Pricing
Pricing for Additional Components Outside of Initial Order Continued					
Option al	Palm Tree lighting without Fronds		Palm Tree lighting without Fronds	The Trunks of Fan palm and palms without lighted fronds will be lighted with 350 cool white LED miniature lights and a crown of 50 red lights at the top. All lights will be the co-axial weatherproof type. (\$26.00 per 50 light set)	\$208.00 Each
Option al	Royal Palm Trees		Royal Palm Trees, Lighting	Each Royal Palm trunk will be lighted with 500 Cool White LED miniature lights. There will be a crown of 100 Red lights at the top of each trunk and 8 fronds in each tree will be lighted with 400 Green LED miniature lights. All lights will be the co-axial weatherproof type. (\$26 per 50 light set)	\$520.00 Each
Option al	Ferry Terminal Red Garland		Lighted 9" Diameter Red Garland	9" Red Garland lighted with C-9 alternating red and green lights.	\$6.00 per ft
Option al	Labor rate outside of Contracted items		labor rate Lead Person	Incidental hourly labor rate outside of the contracted items, + 4 hours one way travel if necessary.	\$96.00 per hour
Option al	Labor rate outside of Contracted items		labor rate crew team member	Incidental hourly labor rate outside of the contracted items, + 4 hours one way travel if necessary	\$75.00 per hour
Option al	Rental equipment		Lifts and other rented equipment	Special equipment as man lifts and box trucks rented for projects outside of contracted items will be the actual cost of the equipment from an approved vendor plus 10%.	Net cost + 10%
Option al	Optional Display Designs		Display Options	From season to season the proposed selection components can be substituted with designs of comparable value. We will provide a list of available designs each August 1 of the contract.	

AGREEMENT

Between

CRA

And

BRANDANO DISPLAYS, INC.

For

HOLIDAY LIGHTING

KEY WEST HISTORIC SEAPORT

Date

AUGUST 2018

**HOLIDAY LIGHTING
KEY WEST HISTORIC SEAPORT**

This is an Agreement between: Carolina Street Corridor and Bahama Village Community Redevelopment Agency, its successors and assigns, hereinafter referred to as "CRA,"

AND

Brandano Displays, Inc., a corporation organized under the laws of the State of New York, its successors and assigns, hereinafter referred to as "VENDOR."

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CRA and VENDOR agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1. **Agreement:** This document, Articles 1 through 7, inclusive. Other terms and conditions are included in the CRA'S RFP #005-18 HOLIDAY LIGHTING - KEY WEST HISTORIC SEAPORT, VENDOR's Response to RFP dated April 3, 2018 and received April 4, 2018, exhibits, and supplemental documents that are by this provision expressly incorporated herein by reference.
- 1.2. **Commissioners:** Members of the city commission with all legislative powers of the city vested therein. The city commission shall consist of seven (7) commissioners, six (6) of whom shall be elected from single member districts numbered I, II, III, IV, V and VI. The mayor shall be elected by the people at large for a term of two (2) years. Commissioners from districts numbered I, II, III, IV, V and VI shall be elected for a term of four (4) years.
- 1.3. **VENDOR:** The holiday lighting firm selected to perform the services pursuant to this Agreement.
- 1.4. **Contract Administrator:** The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5. **CITY:** City of Key West
- 1.6. **CRA:** Carolina Street Corridor and Bahama Village Community Redevelopment Agency. In respect to this Agreement, CRA can mean either the agency or the agency's representative.

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and generally to express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1. The VENDOR is not entitled to receive, and the CRA is not obligated to pay, any fees or expenses in excess of the amount budgeted under this Agreement in each fiscal year (October 1-September 30) by the CRA. The budgeted amount may only be modified per CITY Ordinance(s).
- 2.2. Negotiations pertaining to the services to be performed by VENDOR were undertaken between VENDOR and CITY staff, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF SERVICES AND STANDARD OF CARE

- 3.1. VENDOR's services may include but are not limited to the following in regard to the Agreement:
 - 3.1.1. Holiday Lighting/ Decoration Design
 - 3.1.2. Lighting/ Decoration Installation
 - 3.1.3. Lighting/ Decoration Maintenance
 - 3.1.4. Lighting/ Decoration Removal and Clean-up
 - 3.1.5. Lighting/ Decoration Storage
- 3.2. VENDOR's services shall include a turn-key nautical/maritime themed Holiday Lighting package using new technology and creative design including the installation, maintenance, removal and storage of lighting and decorations throughout the Key West Historic Seaport.
- 3.3. VENDOR and CRA acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by VENDOR to complete the work. If, during the course of the performance of the services included in this Agreement, VENDOR determines that work performed to complete the installation is, in the VENDOR's opinion, outside the level of effort originally anticipated, whether or not the

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Scope of Services identifies the work items, VENDOR shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If VENDOR proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CRA to perform the work. Performance of work by VENDOR outside the originally anticipated level of effort without prior written CRA approval or modification of contract is at VENDOR's sole risk.

- 3.4. The specific services to be provided by the VENDOR and the compensation for such services shall be as mutually agreed to in this AGREEMENT.
 - 3.4.1. The CRA may make or approve changes within the general Scope of Services. If such changes affect the VENDOR's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to this AGREEMENT.
 - 3.4.2. The VENDOR shall begin services under THIS AGREEMENT when authorized by a Purchase Order issued by the CITY and delivered to VENDOR.
- 3.5. The CRA and VENDOR may negotiate additional scopes of services, compensation, time of performance and other related matters as allowed by this Agreement. If CRA and VENDOR cannot contractually agree, CRA shall have the right to immediately terminate negotiations at no cost to CRA and procure services from another source.
- 3.6. VENDOR shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in VENDOR'S field performing such services at the time and place where the services are provided. In the event VENDOR does not comply with this standard, and omissions or errors are made by VENDOR, VENDOR will correct such work that contains errors or omissions.
- 3.7. VENDOR is required to perform the work consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the AGREEMENT. With all work, where changes to any laws, codes or regulations affecting the Work have an effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to VENDOR or any subVENDOR, VENDOR shall present options for their use or implementation.

ARTICLE 4

TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONTRACTOR DAMAGES;

The term of this Agreement shall be for a period of three (3) years which thereafter may be extended upon written consent of both parties for additional two (2) year terms. A CPI increase will be applied to the additional two-year term. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the City Manager.

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KEY WEST HISTORIC SEAPORT

- 4.1. VENDOR shall perform the services described in the Base Proposal within the time periods specified. Each such time period shall commence from the date of the purchase order issued for such services.
- 4.2. VENDOR must receive written approval from the Contract Administrator prior to beginning the performance of services for any subsequent Work. Prior to granting approval for VENDOR to proceed with subsequent Work, the Contract Administrator may, at his or her sole option, require VENDOR to submit any deliverables/documents for the Contract Administrator's review.
- 4.3. In the event VENDOR is unable to complete the above services because of delays resulting from untimely review by CRA or other governmental authorities having jurisdiction over the Work, and such delays are not the fault of VENDOR, or because of delays which were caused by factors outside the control of VENDOR, CRA shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of VENDOR to notify CRA within 10 days in writing whenever a delay in approval by a governmental agency, including CRA, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.
- 4.4. In the event the Contractor fails to substantially complete the Work on or before the substantial completion date specified in its agreement with CRA or if Contractor is granted an extension of time beyond said substantial completion date, and VENDOR's services are extended beyond the substantial completion date, through no fault of VENDOR, VENDOR shall be compensated in accordance with Article 5 for all services rendered by VENDOR beyond the substantial completion date.
- 4.5. In the event Contractor fails to substantially complete the Work on or before the substantial completion date specified in its agreement with CRA, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of VENDOR, then VENDOR shall pay to CRA its proportional share of any claim or damages to Contractor or CRA arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 7.8, INDEMNIFICATION OF CITY.

ARTICLE 5

COMPENSATION AND METHOD OF PAYMENT

5.1. AMOUNT AND METHOD OF COMPENSATION

The types of compensation methods, which shall be used to pay for the VENDOR's services, are limited to the following:

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5.1.1. Lump sum payment/Not-to-Exceed, which includes compensation for all the VENDOR'S salaries, general overhead costs, direct expenses, and profit.

5.1.1.1. If the Work timing deviates from the assumed schedule for causes beyond VENDOR's control, VENDOR and/or the CRA reserves the right to request renegotiation of those portions of the lump sum affected by the time change. During construction contract administration, if tasked, it is agreed by both parties that whether construction is completed earlier or later, that a proportional part of the compensation will be adjusted and either given to VENDOR for additional work or deleted from the amount owed VENDOR for less time required.

5.1.1.2. In the event of a change of scope, CRA shall authorize in writing an appropriate decrease or increase in compensation.

5.1.1.3. Invoicing will be 50% down upon receipt of Purchase Order and 50% upon completion of installation.

5.1.1.4. The VENDOR shall submit wage rates and other actual unit costs supporting the compensation. The VENDOR shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.

5.2. METHOD OF BILLING

5.2.1. Lump Sum Compensation

VENDOR shall submit billings that are identified by this AGREEMENT if applicable on a monthly basis in a timely manner. These billings shall identify the nature of the work performed and the estimated percent of work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, VENDOR shall provide backup for past and current invoices.

5.2.2. If requested, VENDOR shall provide copies of past paid invoices to any subcontractor or sub-VENDOR prior to receiving payment. CRA reserves the right to pay any subcontractor or sub-VENDOR if VENDOR has not paid them timely and the services of the subcontractor or sub-VENDOR are necessary to complete the Work.

5.3. METHOD OF PAYMENT

5.3.1. CITY shall pay VENDOR 50% down upon receipt of Purchase Order and 50% upon completion of installation upon receipt of VENDOR's proper invoice with documentation as provided above.

5.3.2. In the event VENDOR has utilized a Sub-VENDOR in order to perform the Work, VENDOR will be required to provide documentation that Sub-VENDOR and Sub-VENDOR's of Sub-VENDOR's have been paid prior to payment being made to VENDOR.

5.3.3. Payment will be made to VENDOR at:

Brandano Displays, Inc.
1473 Bank Road
Margate, Florida 33063

ARTICLE 6

CRA 'S RESPONSIBILITIES

- 6.1. CRA shall assist VENDOR by placing at VENDOR's disposal all information CRA has available pertinent to the Work including previous reports and any other data relative to design or construction of the Work.
- 6.2. CRA shall arrange for access to, and make all provisions for, VENDOR to enter upon public and private property as required for VENDOR to perform its services.
- 6.3. CRA shall review the VENDOR's itemized deliverables/documents identified in the VENDOR's Proposal and respond in writing with any comment within a reasonable time.
- 6.4. CRA shall give prompt written notice to VENDOR whenever CRA observes or otherwise becomes aware of any development that affects the scope or timing of VENDOR's services or any defect in the work of any Contractor.

ARTICLE 7

MISCELLANEOUS

7.1. OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, data matrices, etc. generated for the Work, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by VENDOR in connection with this Agreement, whether in hard copy or electronic form, shall become the property of CRA, whether the WORK for which they are made is completed or not. If applicable, CRA may withhold any payments then due to VENDOR until VENDOR complies with the provisions of this Article. VENDOR is not responsible for damages caused by the unauthorized re-use by others of any of the materials for other Work.

7.2. TERMINATION

- 7.2.1. This Agreement may be terminated with or without cause by CRA at any time.

HOLIDAY LIGHTING
KEY WEST HISTORIC SEAPORT

7.2.2. Notice of termination shall be provided in accordance with paragraph 7.13 NOTICES of this Agreement.

7.2.3. In the event this Agreement is terminated, VENDOR shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 7.1 of this Agreement are provided to the CRA. Upon being notified of CRA's election to terminate, VENDOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment of profit for services that have not been performed.

7.3. AUDIT RIGHT AND RETENTION OF RECORDS

7.3.1. CRA shall have the right to audit the books, records, and accounts of VENDOR that are related to this Agreement. VENDOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Work.

7.3.2. VENDOR shall preserve and make available, at reasonable times for examination and audit by CRA, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CRA to be applicable to VENDOR's records, VENDOR shall comply with all requirements thereof; however, VENDOR shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CRA's disallowance and recovery of any payment upon such entry.

7.4. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES ACT, AND EQUAL BENEFITS FOR DOMESTIC PARTNERS

7.4.1. VENDOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CRA, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

7.4.2. VENDOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully or appropriately used as a basis for service delivery. VENDOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

7.4.3. VENDOR shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

7.5. PUBLIC ENTITY CRIMES ACT

7.5.1. VENDOR represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, VENDOR or other provider and who has been placed on the convicted VENDOR list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CRA, may not submit a bid on a contract with CRA for the construction or repair of a public building or public work, may not submit bids on leases of real property to CRA, may not be awarded or perform work as a contractor, supplier, subcontractor, or VENDOR under a contract with CRA, and may not transact any business with CRA in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted VENDOR list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in being barred from CITY's competitive procurement activities.

7.5.2. In addition to the foregoing, VENDOR further represents that there has been no determination, based on an audit, that it or any subVENDOR, has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether VENDOR has been placed on the convicted VENDOR list.

7.5.3. VENDOR shall promptly notify CRA if it or any subcontractor or subVENDOR is formally charged with an act defined as a "public entity crime" or has been placed on the convicted VENDOR list.

7.6. SUBVENDORS (Not Applicable)

VENDOR may use the subVENDOR's identified in the proposal that was a material part of the selection of VENDOR to provide the services under this Agreement. The CRA reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The CRA's acceptance of a subcontractor shall not be unreasonably withheld. VENDOR shall obtain written approval of Contract Administrator prior to changing or adding to the list of subVENDORS. The list of subVENDORS submitted and currently approved is as follows:

7.7. ASSIGNMENT AND PERFORMANCE

- 7.7.1. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and VENDOR shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 7.6.
- 7.7.2. VENDOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CRA's satisfaction for the agreed compensation.
- 7.7.3. VENDOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of VENDOR's performance and all interim and final product(s) provided to or on behalf of CRA shall be in accordance with the standard of care set forth in Paragraph 3.6.
- 7.7.4. VENDOR shall not change or replace overall project manager identified in the VENDOR's response to the RFP without the Contract Administrator's prior written approval.

7.8. INDEMNIFICATION OF CITY

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by VENDOR or its subcontractors, material men, or agents of any tier or their employees, arising out of this

agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the **VENDOR** or its subcontractors, material men or agents of any tier or their respective employees.

7.9. INSURANCE

VENDOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the **VENDOR** shall provide the minimum limits of liability insurance coverages as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal

Additional Umbrella Liability: \$1,000,000 Occurrence / Aggregate

VENDOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on **PRIMARY** and **NON CONTRIBUTORY** basis utilizing an ISO standard endorsement at least as broad as **CG 2010 (11/85) or its Equivalent, (combination OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable)** INCLUDING A "Waiver of Subrogation" clause in favor of City of Key West on all policies. **VENDOR** will maintain the Professional Liability, General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the **VENDOR** shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the **VENDOR** who is performing any labor, services, or material under the Contract. Further, **VENDOR** shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

If the work is being done on or near a navigable waterway, **VENDOR's** Workers' Compensation policy shall be endorsed to provide **USL&H Act (WC 00 01 06 A)** and **Jones Act (WC 00 02 01 A)** coverage if specified by the City of Key West. **VENDOR** shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

VENDOR's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

VENDOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. **VENDOR** will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the **VENDOR**.

7.10. REPRESENTATIVE OF CRA AND VENDOR

7.10.1. The parties recognize that questions in the day-to-day conduct of the Work will arise. The Contract Administrator, upon **VENDOR's** request, shall advise **VENDOR** in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Work shall be addressed.

7.10.2. **VENDOR** shall inform the Contract Administrator in writing of **VENDOR's** representative to whom matters involving the conduct of the Work shall be addressed.

7.11. ALL PRIOR AGREEMENTS SUPERSEDED

7.11.1. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not

contained in this document and the exhibits attached. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

- 7.11.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.12. VENDORS TEAM

- 7.12.1. The CRA reserves the right to approve the members of the Vendors Team and the roles they will undertake in the assignment. The CRA's acceptance of a team member shall not be unreasonably withheld.
- 7.12.2. Each assignment issued under this Agreement by the CRA to the VENDOR, the VENDOR will at the CRA's request, disclose the role, qualifications and hourly rate of each individual working on the project.
- 7.12.3. The CRA reserves the right to require replacement of any of the members of the Vendors Team. Any proposed addition or change of members of the Vendors Team initiated by the VENDOR must obtain the CRA Representative's prior written approval.
- 7.12.4. In the event of the death, incapacity or termination of employment of any member of the Vendors Team before Completion of the Services, the VENDOR shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned.
- 7.12.5. The VENDOR shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing individual and is available at the relevant time to act as such replacement or substitute. The VENDOR shall without delay forward curriculum vitae of the proposed substitute or replacement to the CRA. The deployment of such substitute or replacement shall be subject to the CRA's consent.
- 7.12.6. The VENDOR shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from the substitution or replacement of members of the Consulting Team.

7.13. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the

provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF KEY WEST:

Karen Olson, Deputy Director Port and Marine Services
City of Key West- Key West Historic Seaport
201 William Street
Key West, FL 33040

FOR VENDOR:

Patrick J. Brandano, Owner
Brandano Displays, Inc.
1473 Bank Road
Margate, Florida 33063

7.14. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by VENDOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price for the Work and any additions thereto shall be adjusted to exclude any significant sums by which CRA determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

7.15. INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence or paragraph where they appear, unless the context otherwise requires. Whenever reference is made to a Paragraph or Article of this Agreement, such reference is to the Paragraph or Article as a whole, including all of the subsections of such Paragraph, unless the reference is made to a particular subsection or subparagraph of such Paragraph or Article.

7.16. VENDOR'S STAFF

- 7.16.1. VENDOR shall provide the key staff identified in their proposal for the Work as long as such key staffs are in VENDOR's employment.
- 7.16.2. VENDOR shall obtain prior written approval of Contract Administrator to change key staff. VENDOR shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator shall be reasonable in evaluating key staff qualifications.
- 7.16.3. If Contract Administrator desires to request removal of any of VENDOR's staff, Contract Administrator shall first meet with VENDOR and provide reasonable justification for said removal.

7.17. INDEPENDENT CONTRACTOR

VENDOR is an independent contractor under this Agreement. Services provided by VENDOR shall be subject to the supervision of VENDOR. In providing the services, VENDOR or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY, nor shall they accrue any of the rights or benefits of a CITY employee. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

7.18. THIRD PARTY BENEFICIARIES

Neither VENDOR nor CRA intend directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. No subcontractor or subVENDOR, whether named or unnamed, shall be a third party beneficiary of this Agreement.

7.19. CONFLICTS

- 7.19.1. Neither VENDOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with VENDOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.
- 7.19.2. VENDOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative

proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

- 7.19.3. In the event VENDOR is permitted to use subcontractors to perform any services required by this Agreement, VENDOR agrees to prohibit such subcontractors from having any conflicts as within the meaning of this section, and shall so notify them in writing.

7.20. CONTINGENCY FEE

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CRA shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

7.21. WAIVER OF BREACH AND MATERIALITY

- 7.21.1. Failure by CRA to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 7.21.2. CRA and VENDOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

7.22. COMPLIANCE WITH LAWS

VENDOR shall comply with federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement applicable at the time the scope of services was drafted for this agreement. In addition, each year, any revisions to applicable federal state, and local laws, codes, ordinances, rules and regulations shall apply.

7.23. SEVERABILITY

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CRA or VENDOR elects to terminate this Agreement.

7.24. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CRA and VENDOR and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

7.25. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

7.26. APPLICABLE LAW AND VENUE

The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.

7.27. INCORPORATION BY REFERENCE

The attached exhibits are incorporated into and made a part of this Agreement:

- Exhibit A – VENDOR's Negotiated Proposal dated May 30, 2018
- Exhibit B – VENDOR's RFP Response
- Exhibit C – RFP #005-18

7.28. COUNTERPARTS

This Agreement may be executed in three (3) counterparts, each of which shall be deemed to be an original.

**REST OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY

ATTEST for CITY:

Cheryl Smith, City Clerk

____ day of _____, 20____

Jim Scholl, City Manager

____ day of _____, 20____

ATTEST for VENDOR:

By _____

(Print Name)

____ day of _____, 20____

By _____
VENDOR

(Print Name)

____ day of _____, 20____

HOLIDAY LIGHTING
KEY WEST HISTORIC SEAPORT

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.



ATTEST for CITY:

Cheryl Smith, City Clerk

25 day of July, 2018

CITY

Jim Scholl, City Manager

25TH day of JULY, 2018

ATTEST for VENDOR:

By

Sonya Piper
(Print Name)

23 day of July, 2018

By

VENDOR

(Print Name)

23 day of July, 2018

HOLIDAY LIGHTING
KEY WEST HISTORIC SEAPORT

Exhibit A
Negotiated Proposal dated May 30,2018

SEE ATTACHED

HOLIDAY LIGHTING
KEY WEST HISTORIC SEAPORT

Brandano Displays, Inc.

Patrick J. Brandano
Managing Partner

May 30, 2018

Karen Olson
Deputy Director
Port & Marine Services
201 Williams Street
Key West, FL 33040

RE: Historic Seaport RFP #005-18 Holiday Decorations

Dear Karen:

It was a pleasure meeting with you last week and presenting our proposed designs to the Board.

Attached is a worksheet which itemizes the products and services we will be providing for the 2018 Holiday season. We have provided a preferred customer discount of \$6,315. The total cost for the products and services for the 2018 Season will be \$59,827.00 as per the attached worksheet.

All service and scheduling will be as per the RFP request and Brandano response. We will produce a supplement with illustrations of all the proposed designs.

Please feel free to contact me anytime with questions at my cell at (954) 461-6598. E-mail patbrandano@brandano.com

Very truly yours,

A handwritten signature in black ink, appearing to be 'P. Brandano', with a long horizontal line extending to the right.

Patrick J. Brandano

1473 Banks Road • Margate, Florida 33063
954.956.7266 • 800.777.6903 • Fax: 954.956.7256 • Cell: 954.461.6598
patbrandano@brandano.com
www.brandano.com

Holiday Lighting

Key West Historic Seaport

"Product Component and Pricing"

2018 Product and Services Selection

RFP #005-18

Base/ Alt	Scene Location	Map Scene Area	Title	Description	Special Pricing
Base	Ramps and Rails throughout Seaport	all	Natural Green Garland and Bows	500' of 12" Diameter branch type lighted Garland will be draped on rails and stairways throughout the Historic Seaport "Harbor Walk". Includes rails at the Public Restrooms, Turtle Museum and around "D" dock. Lighting will feature a combination of Warm White and Red C-9 LED Bulbs spaced 12" apart. Ornamentation will include 16" red Christmas bows spaced approximately 10' apart. As an option LED miniature lights can be supplemented for the same cost.	\$3,750
Base	Decorative light Poles throughout Seaport: Harbor Walk, D-Dock, Lazy Way Lane, Margaret St., Elizabeth Plaza, Margaret Street Plaza, Margaret St. parking Lot, 201	all	Garland, Lights and Bows for Decorative poles	70 Decorative poles will be decorated with a 20' Natural Pine 12' Diameter Branch Garland. Lighting will feature a C-5 style LED bulb and will alternate RED, GREEN and WARM WHITE. As a substitute LED miniature lights or Traditional C-7 can be used at no additional cost. Ornamentation will be a 16" wide Sumbrella Red Christmas loop bow with 16" tails.	\$10,640
Base	Coconut and other varieties of Palm trees throughout Seaport: Elizabeth Street Plaza, Lazy Way Lane, Harbor Walk, Margaret St parking lot, Access Road	all	Palm tree Lighting	39 Coconut and 7 fan palm will be lighted throughout the Historic Seaport. Each <u>Coconut palm</u> trunk will be lighted with 350 cool white LED miniature lights. There will be a crown of 50 red lights at the top of each trunk and 8 fronds in each tree will be lighted with 400 Green LED miniature lights. Other palm trunks will be lighted with 350 cool white LED miniature lights and a crown of 50 red lights at the top, no fronds. All lights will be the co-axial weatherproof type.	\$20,850
Alt # 7	Coconut Palm trees at the Lazy way Shops	all	Palm tree Lighting	5 Coconut Palms will be lighted in front of the stores at Lazy Way Lane. Each <u>Coconut Palm</u> trunk will be lighted with cool white LED miniature lights. There will be a crown of Red lights at the top of each trunk. All lights will be the co-axial weatherproof type.	\$1,040

Holiday Lighting

Key West Historic Seaport

"Product Component and Pricing"

2018 Product and Services Selection

RFP #005-18

Base/ Alt	Scene Location	Map Scene Area	Title	Description	Special Pricing
Option al	To be determined	TBD	Key West Historic Seaport, Social Media Logo Wreath	This free standing display features an oval wreath (7' 6" x 9'6") with a computer generated insert (4'6" High x 6'9" Wide) of the "Historic Seaport" Logo. Illuminated with 500 LED multi Colored miniature lights and ornamented with two 16" red Christmas loop bows.	\$1,033
Option al	Outside corner of Green Street Parking Lot	1	Tropical Pelican	This fully illuminated display features a Tropical Pelican perched and waiting. The display is 6' tall and lighted with LED lights.	\$298
Base	#2 Day marker at Elizabeth Street	2	"2" Day marker and Egret	The day Marker will be outlined in Red Lights with the post wrapped in green garland with a red Bow. Standing next to the Day marker will be a fully illuminated Egret standing in a bed of Everglades grass. The Egret is 6' high and 3'6" wide.	\$450
Alt #3	Top of Recording Studio	3	Female singers with man with Guitar	This creative display will surely delight our music lovers. In the display are two stylist singers and a guitar player. Musical notes will complement the final design.	\$2,500
Option al	Lazy Lane side of the Recording at Ground Level	4	Flamingo Scene	This major scene features six metal sculpture flamingos. Three designs are featured. One is walking, one is standing and the other is feeding. Scale is as follows: walking (6'H x 3'W), standing (6'H x 1'6"W) and feeding (4'6"H x 3'6"W). The units are painted white and illuminated with pink bulbs. The scene has a display width of 31'.	\$2,047
Base	Lazy Lane East side of the Recording studio	5	Gumbo Limbo Tree on Lazy Lane	This Iconic Tree will be densely lighted with Blue lights on all the trunks and branches. 30 - 4' warm white Meteor shower light sets will hang randomly from the Branches,	\$1,750
Base	Williams Street Plaza	6	Western Union Sign at Williams Street	The Western Union Sign at Williams Street will be trimmed with 100' of 6" Diameter white garland and lighted with Blue C-5 LED Lights.	\$600
Option al	Wall Mount ; 201 William Street	7	Manatee Scene	This scene features a giant metal sculpture manatees (10'H x 8'6"W). The display is painted white and illuminated with clear lights.	\$990

Holiday Lighting **Key West Historic Seaport** **"Product Component and Pricing"**
2018 Product and Services Selection **RFP #005-18**

Base/ Alt	Scene Location	Map Scene Area	Title	Description	Special Pricing
Option al	Public Restroom Rails	8	Tropical Fish Scene	This major scene features metal sculptures of five colorful fish. The fish vary in size and design. Sizes are: 6'H x 3'W, 5'H x 4'W, 5'H x 7'6"W. Each unit is painted white and illuminated with multicolored lights. This scene has a display width of 52'.	\$2,725
Base	Turtle Cannery	9	Roof line lighting for gable and Eaves	The cannery will be outlined with C-9 LED alternating red, Green and Warm White lights. 225' of lightline will be used, bulb spacing will be 12" .	\$1,350
Option al	East side of Cannery Building	9	Swimming Turtle display, Animated	This selection of various sized swimming sea turtles will be mounted to the building and will randomly change colors from Green to Pink to blue to purple and to white. The rooflines of the building as well as the outlines of the window will be lighted. An audio component is also available to choreograph the design to a Christmas melody.	\$3,500
Alt #1	Dock Master Building	10	Swordfish on the Reef	The Eve of the Dock Master building will be lighted with animated blue and white Icicle lights. Featured at the building will be a Giant Swimming Swordfish above lighted tropical plants. The fish will be glitter filled and lighted with colorful LED lights	\$3,500
Base	#4 Day marker at Margaret Street	11	"4" Day marker and Pelican with Santa Hat Sculpture	The day Marker will be outlined in Red Lights with the post wrapped in green garland with a red Bow. Standing next to the Day marker will be a fully illuminated festive Pelican is sitting on a piling and showing off his Santa Hat. The display is 8' Tall and 4' wide and Lighted with LED C-7 bulbs.	\$450
Base	#5 Day marker at Grinnell Street	12	"5" Day marker and Egret	The day Marker will be outlined in Green Lights with the post wrapped in green garland with a red Bow. Standing next to the Day marker will be a fully illuminated Egret standing in a bed of Everglades grass. The Egret is 6' high and 3'6" wide.	\$450
Base	Ferry Terminal	13	Ferry Terminal hand rails	500' of lighted Red Garland will drape along the hand rails on all sided of the structure. Featured will be 9" Red garland lighted with C-9 alternating red and green lights.	\$3,000

Holiday Lighting **Key West Historic Seaport** **"Product Component and Pricing"**
2018 Product and Services Selection **RFP #005-18**

Base/ Alt	Scene Location	Map Scene Area	Title	Description	Special Pricing
Base	Water Front Brewery	14	Royal Palm Trees	The 7 Royal Palm trees in front of the Brewery will be lighted. Each Royal palm trunk will be lighted with cool white LED miniature lights. There will be a crown of red lights at the top of each trunk and 8 fronds in each tree will be lighted with Green LED miniature lights. All lights will be the co-axial weatherproof type.	\$3,120
Alt #8	Water Front Brewery	14	The Brewery entrance and Canopy	The Brewery entrance will feature 75' of Icicle lights on the Eaves with an 8' Tall Anchor Display on the top	\$1,200
Base	201 Williams Street Porch Overhangs	15	Roof line lighting for entrance Canopies	100' of C-9 lights will be attached to Canopy entrances. Lights will be Warm White and be spaced on 12" centers, white sockets will be used on white painted surfaces and green on the dark painted surfaces.	\$600
Optional	Outside corner of William Street Parking Lot	16	Egrets of the Everglades	This fully illuminated display features two Egrets standing in a bed of Everglades grass. Each Egret is 6' high and 3'6" wide.	\$298
			Sub-Total		\$66,142
			Negotiated Discount		\$6,315
			Total		\$59,827

Holiday Lighting

2018 Product and Services Selection

Key West Historic Seaport

RFP #005-18

"Product Component and Pricing"

Base/ Alt	Scene Location	Map Scene Area	Title	Description	Special Pricing
Pricing for Additional Components Outside of Initial Order					
Option al	Ramps and Rails		Natural Green Garland and Bows	12" Diameter branch type lighted Garland will be draped on rails and stairways. Red C-9 LED Bulbs spaced 12" apart. Ornamentation will include 16" Red Christmas bows spaced approximately 10' apart. As an option LED miniature lights can be supplemented for the same cost.	\$7.50 per ft
Option al	Roof top and overhang lighting		Lights for Roof lines and Entrance Canopies	C-9 lights will be attached to Canopy entrances and roofs. Lights will be Warm White or Color of Choice and be spaced on 12" centers, white sockets will be used on white painted surfaces and green on the dark painted surfaces.	\$6.00 per ft
Option al	Decorative light Poles		Garland, Lights and Bows for Decorative poles	Decorative poles will be decorated with a 20' Natural Pine 12' Diameter Branch Garland. Lighting will feature a C-5 style LED bulb and will alternate RED, GREEN and WARM WHITE. As a substitute LED, color of choice, miniature lights or Traditional C-7 can be used at no additional coat. Ornamentation will be a 16" wide Sumbrella Red Christmas loop bow with 16" tails.	\$152.00 Each
Option al	Coconut Palm tree lighting with Fronds		Coconut Palm tree lighting with Fronds	Each <u>Coconut Palm</u> trunk will be lighted with 350 cool white LED miniature lights. There will be a crown of 50 red lights at the top of each trunk and 8 fronds in each tree will be lighted with 400 Green LED miniature lights. All lights will be the co-axial weatherproof type. (\$26 per 50 light set)	\$416.00 Each

Holiday Lighting **Key West Historic Seaport** **"Product Component and Pricing"**
2018 Product and Services Selection **RFP #005-18**

Base/ Alt	Scene Location	Map Scene Area	Title	Description	Special Pricing
Pricing for Additional Components Outside of Initial Order Continued					
Option al	Palm Tree lighting without Fronds		Palm Tree lighting without Fronds	The Trunks of Fan palm and palms without lighted fronds will be lighted with 350 cool white LED miniature lights and a crown of 50 red lights at the top. All lights will be the co-axial weatherproof type. (\$26.00 per 50 light set)	\$208.00 Each
Option al	Royal Palm Trees		Royal Palm Trees, Lighting	Each Royal Palm trunk will be lighted with 500 Cool White LED miniature lights. There will be a crown of 100 Red lights at the top of each trunk and 8 fronds in each tree will be lighted with 400 Green LED miniature lights. All lights will be the co-axial weatherproof type. (\$26 per 50 light set)	\$520.00 Each
Option al	Ferry Terminal Red Garland		Lighted 9" Diameter Red Garland	9" Red Garland lighted with C-9 alternating red and green lights.	\$6.00 per ft
Option al	Labor rate outside of Contracted items		labor rate Lead Person	Incidental hourly labor rate outside of the contracted items, + 4 hours one way travel if necessary.	\$96.00 per hour
Option al	Labor rate outside of Contracted items		labor rate crew team member	Incidental hourly labor rate outside of the contracted items, + 4 hours one way travel if necessary	\$75.00 per hour
Option al	Rental equipment		Lifts and other rented equipment	Special equipment as man lifts and box trucks rented for projects outside of contracted items will be the actual cost of the equipment from an approved vendor plus 10%.	Net cost + 10%
Option al	Optional Display Designs		Display Options	From season to season the proposed selection components can be substituted with designs of comparable value. We will provide a list of available designs each August 1 of the contract.	

Exhibit B
Vendors RFP Response

SEE ATTACHED

HOLIDAY LIGHTING
KEY WEST HISTORIC SEAPORT

Presented By

Brandano Displays, Inc.

Proposal For Holiday Lighting

RFP #005-18
Holiday Lighting
Key West Historic Seaport

Attention: Office Of The Clerk
1300 White Street
Key West, FL 33040

Presented By Brandano Displays, Inc.

1473 Banks Road

Margate, FL 33063

O: (954) 956-7266

C: (954)461-6598

E: patbrandano@brandano.com

W: www.BrandanoSF.com

Presented By

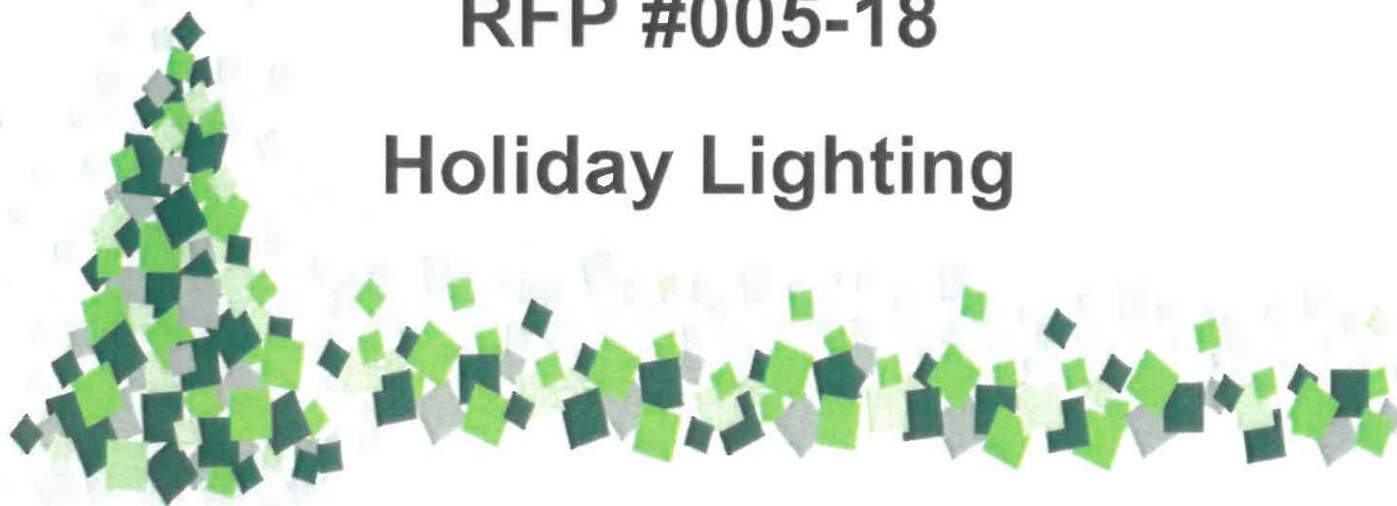
Brandano Displays, Inc.

Key West Historic Seaport



RFP #005-18

Holiday Lighting



Brandano Displays, Inc.

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.



RFP # 005-18
Holiday Lighting
Key West Historic Seaport

EXECUTIVE SUMMARY

RE: Cover Letter/Executive Summary
RFP # 005-18
Holiday Lighting Key West Historic Seaport

Dear Karen:

I would like to thank you and the management of The Key West Historic Seaport for providing Brandano Displays Inc. the opportunity to respond to your RFP # 005-18 Holiday Lighting Key West Historic Seaport. The purpose of this letter is to provide you with a documentation of capabilities of our company and an Executive Summary.

A Special Note

We have a team of installers that live in Key West that will be working on your project exclusively. These installers represent over 15 years of experience installing and maintaining Lighted Commercial Christmas Décor.

Brandano Displays Inc. has been providing Holiday décor and related services to South Florida since 1992. Our manufacturing capability and close 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.

RFP #005-18
Holiday Lighting
Key West Historic Seaport

EXECUTIVE SUMMARY (Continued)

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.

Brandano Displays Inc for over 30 years has set the bar for the highest industry standards in regard to 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 600 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 first hand 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.

RFQ # 005-18
Holiday Lighting
Key West Historic Seaport

EXECUTIVE SUMMARY (Continued)

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.

Please feel free to contact me anytime with questions at (800) 777- 6903 or on my cell at (954) 461-6598. E mail patbrandano@brandano.com.

Best Regards,

Patrick J. Brandano
Brandano Displays, Inc.
C:954-461-6598
A:1473 Banks Road
Margate, FL 33063
W: www.BrandanoSF.com

RFP #005-18
Holiday Lighting
Key West Historic Seaport

EXPERIENCE AND QUALIFICATIONS

RE: Experience and Qualifications
RFP # 005-18
Holiday Lighting Key West Historic Seaport

a) Project Manager and Manufacturing Manager

Patrick J. Brandano

Position: Partner, Executive Vice President

Education: AS Mohawk Valley Community College

Experience: Over 30 years experience in designing, manufacturing, installing and selling holiday lights.

Years with Company: 35+ 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: 10+ 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.

RFP #005-18
Holiday Lighting
Key West Historic Seaport

EXPERIENCE AND 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 18 years each with the company.
- e) The entire project will be micro managed by Patrick Brandano. The participation of a principal is paramount in facilitating design parameters, electrical issues and creating relationships with City 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.

City Of Delray Beach

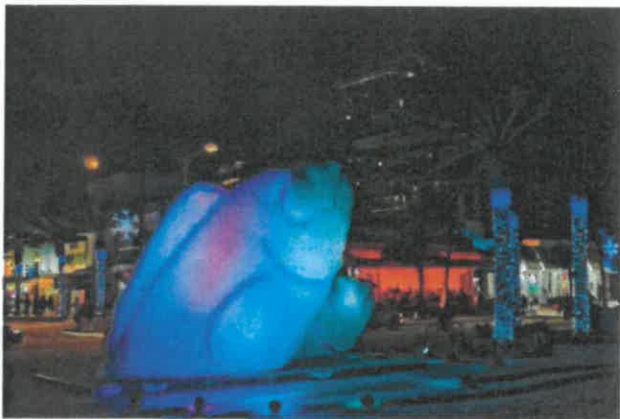
The City of Delray Beach annual Holiday lighting from Atlantic Ave. to The Pineapple Grove Arts District to Martin Luther King Blvd has created a spectacle of Lights which draws traffic and tourism to the Local 5th Avenue in Delray Beach. Highlights of this installation include a 20' Beach Sphere Tree, Atlantic Avenue Starfish Pole Decorations, and also includes 5' Boulevard Wreaths with Red Velvet Bows.

RFP #005-18
Holiday Lighting
Key West Historic Seaport

EXPERIENCE AND QUALIFICATIONS

Eco Fish Display, (Fort Lauderdale Beach) and other Iconic Displays

As featured in the Sun Sentinel, Fort Lauderdale's Mayor Jack Seiler set off a sensation on Fort Lauderdale beach in 2011 when he flicked on the switch signaling the start of the Holidays Tropical Style. Brandano Displays, Inc. custom designed using more than 20,000 recycled water bottles to construct a "fish-mass" tree. Surrounding the Eco Friendly display sat over 50,000 LED Lights along A1A and Las Olas Blvd. Also featured were 113 White and Blue Starburst and 44 Snowflakes with 300 lights a piece.



RFP #005-18
Holiday Lighting
Key West Historic Seaport

EXPERIENCE AND QUALIFICATIONS



RFP #005-18
Holiday Lighting
Key West Historic Seaport

REFERENCE #1

Name of Firm or Agency: City of Deerfield Beach

Address: 401A SW 4th St.

City/State/Zip: Deerfield Beach, FL 33441

Contact: Cassi Warren, CPSI, CPRP Title: Assistant Director of Parks and Recreation

Telephone: 954-480-4429 Email: CWarren@deerfield-beach.com

Scope of Work: Full Service Holiday Lighting and Décor since 2012. 2015, 2016 and 2017 we decorated multiple park locations within Deerfield Beach. Also, Light Pier and Displays along Ocean Ave.



RFP #005-18
Holiday Lighting
Key West Historic Seaport

REFERENCE #1 (Continued)



Name of Firm or Agency: City of Deerfield Beach

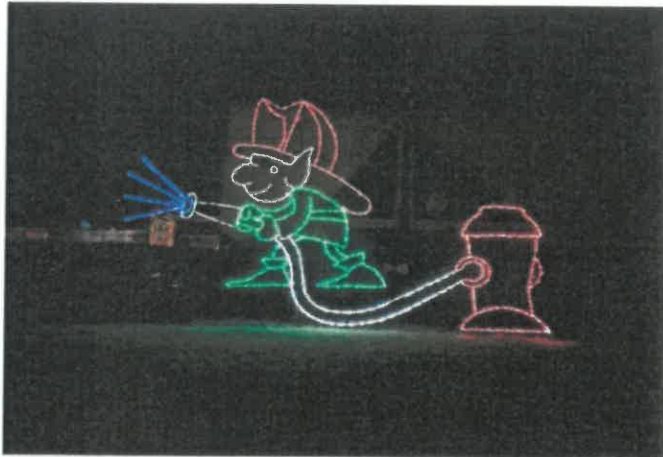
Address: 401A SW 4th St.

City/State/Zip: Deerfield Beach, FL 33441

Contact: Cassi Warren, CPSI, CPRP Title: Assistant Director of Parks and Recreation

Telephone: 954-480-4429 Email: CWarren@deerfield-beach.com

Scope of Work: Full Service Holiday Lighting and Décor since 2012. 2015, 2016 and 2017 we decorated multiple park locations within Deerfield Beach. Also, Light Pier and Displays along Ocean Ave.



RFP #005-18
Holiday Lighting
Key West Historic Seaport

REFERENCE #2

Name of Firm or Agency: City Of Delray Beach, DDA

Address: 64-A SE 5th Avenue

City/State/Zip: Delray Beach, FL , 33483

Contact: Laura Simon Title: Executive Director

Telephone: 561-279-1380 Email: lsimon@downtowndelraybeach.com

Scope of Work: Full Service Design, Manufacturing and Installation of Holiday Displays and Pole Decorations including a 20' Sphere Tree. We also provide Year round Tree, Pole, and Café Lighting as well as Banner Programs throughout Delray Beach.



RFP #005-18
Holiday Lighting
Key West Historic Seaport

REFERENCE #3

Name of Firm or Agency: City of Farmers Branch, TX

Address: 13000 William Dodson Pkwy

City/State/Zip: Farmers Branch, TX 75234

Contact: Meredith Dowdy Title: Special Projects Manager

Telephone: 972-919-2631 Email: meredith.dowdy@farmersbranchtx.gov

Scope of Work: Drive Through "Holiday Celebration". We design, manufacture and install displays.



RFP #005-18
Holiday Lighting
Key West Historic Seaport

REFERENCE #4

Name of Firm or Agency: City of Oakland Park

Address: 3650 NE 12th Avenue

City/State/Zip: Oakland Park, FL 33334

Contact: Heidi M. Burnett, B.A., M.L.I.S. Title: Director of Parks & Leisure Services

Telephone: 954.630.4510 Email: heidib@oaklandparkfl.gov

Scope of Work: Full Service Holiday Lighting and Décor 2016 and Permanent Full Service Tree Lighting. We also Provide Permanent Year Round Tree and Café Lighting throughout The City of Oakland Park.



RFP #005-18
Holiday Lighting
Key West Historic Seaport

PLAN AND APPROACH

Plan and Approach for the Design, Manufacture, Installation and Maintenance of Holiday Decor and Lighting for the Key West Historic Seaport:

General Information:

Our plan is to provide the City of Key West with a "Must See" Holiday lighting and Decor program designed with complementing nautical themes reflective of the community history and the branding of Old Historic Seaport. Being a tourist town, we have a new audience almost every night of the Holiday season. It is paramount that every display and feature is lighted and operating as designed at every location each night.

Our Proposal provides a response to the requested "base" program as well as a selection of fresh alternative designs we feel will be entertaining and exciting both day and night for guests and residents.

Decor will include a combination of lighted Pole trim, Architectural outlines, Tree Lighting, Lighted Garlands, Animation features and Nautical themed Sculptures. Sculpture designs can change from season to season keeping the event "fresh". The proposed selection can be substituted with designs of comparable value. We will provide a list of available designs each August 1 of the contract.

All components are provided with itemized pricing for your convenience. All pricing includes rental of the product, installation, maintenance while installed, dismantling, transportation and storage. All displays are manufactured in house and feature the most current LED and electrical technology available.

RFP #005-18
Holiday Lighting
Key West Historic Seaport

PLAN AND APPROACH

Communication: Communication between Brandano Displays and the City 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 City representatives to insure a smooth and pleasant experience. Access to a Brandano Displays principal will be available to the City on a 24/7 basis.

Project timeline: 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

Safety: 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.

Employee Training: 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 insure experienced personnel are on each.

Reporting Methods and Invoicing: Invoicing and reporting will be as per city requirements.

RFP #005-18
Holiday Lighting
Key West Historic Seaport

PRODUCT FEATURES

All of Brandano Displays, Inc.'s products are manufactured to the industry's highest standards at our Margate, Florida facility. Quality features include:

- All UL-listed electrical components
- All garlands are produced with ultraviolet inhibitors
- Bi-laminate metallic garlands designed to reflect sunlight and rays from lot pole fixtures
- Hot-rolled steel frames
- Mig weld application to ensure smooth clean weld surfaces
- 1" x 1" angle reinforcement material
- Chemical bath of frame before painting application
- White powder-coated backed paint for silhouette designs
- Structural reinforcement components of decorations painted black
- LED long life Blachere brand bulbs
- Three-prong, grounded straight Edison plug with 10' J cord lead. (Lead and plugs are black)
- Sockets are designed to drain and repel water
- Sockets are attached to frame with patented nylon clip. Clips provide the ability to enhance the distinct "lines" of the design and provide a clean alternative to tape, which will yellow and deteriorate when exposed to ultraviolet rays.
- All insulation on the 18-gauge wire and the sockets are produced with ultraviolet inhibitors. Socket and wire will be white with the exception of the lead and plug which will be black.
- 3-Season heavy weather warranty

RFP #005-18
Holiday Lighting
Key West Historic Seaport

Scene
#1



Scene
#2



©Brandano Displays Inc.

RFP #005-18
Holiday Lighting
Key West Historic Seaport

Scene
#3



Scene
#4



©Brandano Displays Inc.

RFP #005-18
Holiday Lighting
Key West Historic Seaport

Scene
#5



Scene
#6



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RFP #005-18
Holiday Lighting
Key West Historic Seaport

**Scene
#7**



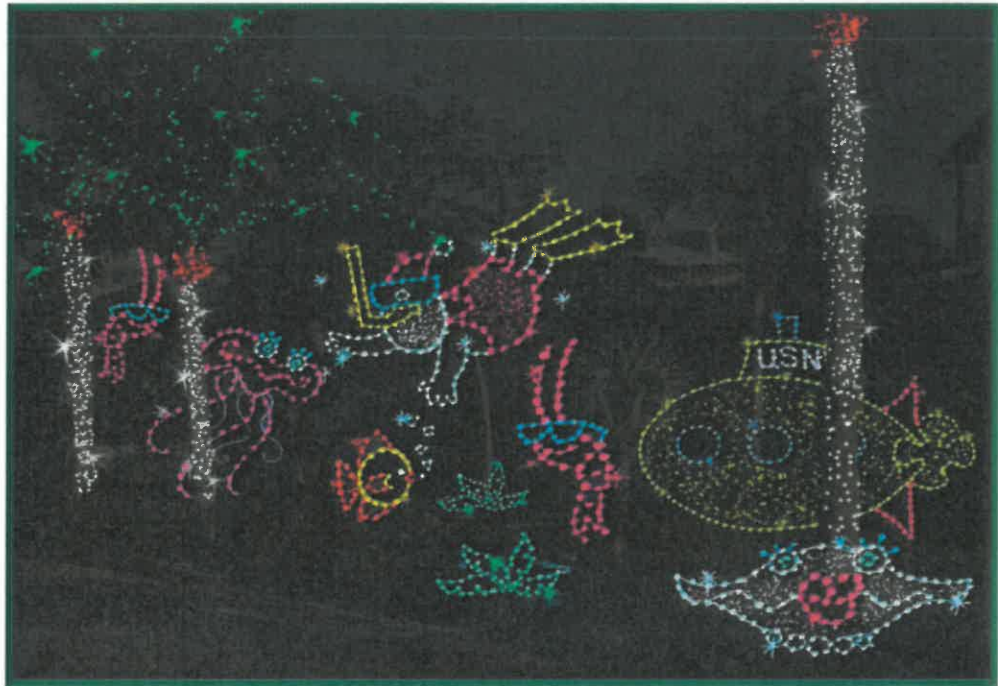
**Scene
#8**



© Brandano Displays Inc.

RFP #005-18
Holiday Lighting
Key West Historic Seaport

Scene
#9 & #10



Scene
#797



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Holiday Lighting
Key West Historic Seaport

Scene
#13



Scene
#14



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RFP #005-18
Holiday Lighting
Key West Historic Seaport

**Scene
#15**



**Scene
#15**



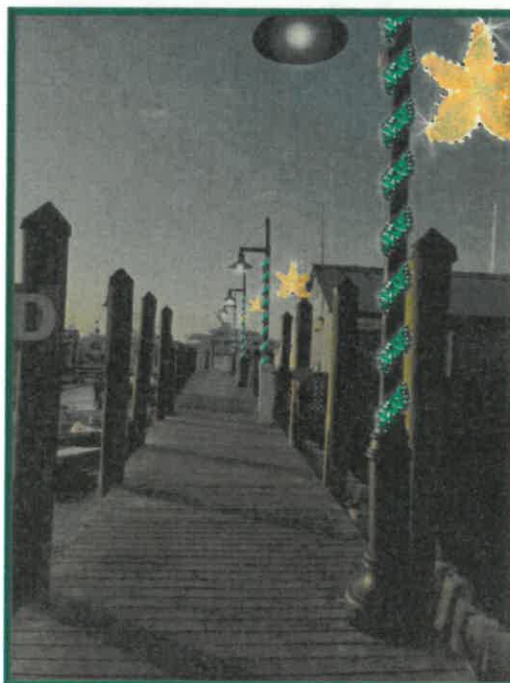
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RFP #005-18
Holiday Lighting
Key West Historic Seaport

**Scene
#15**



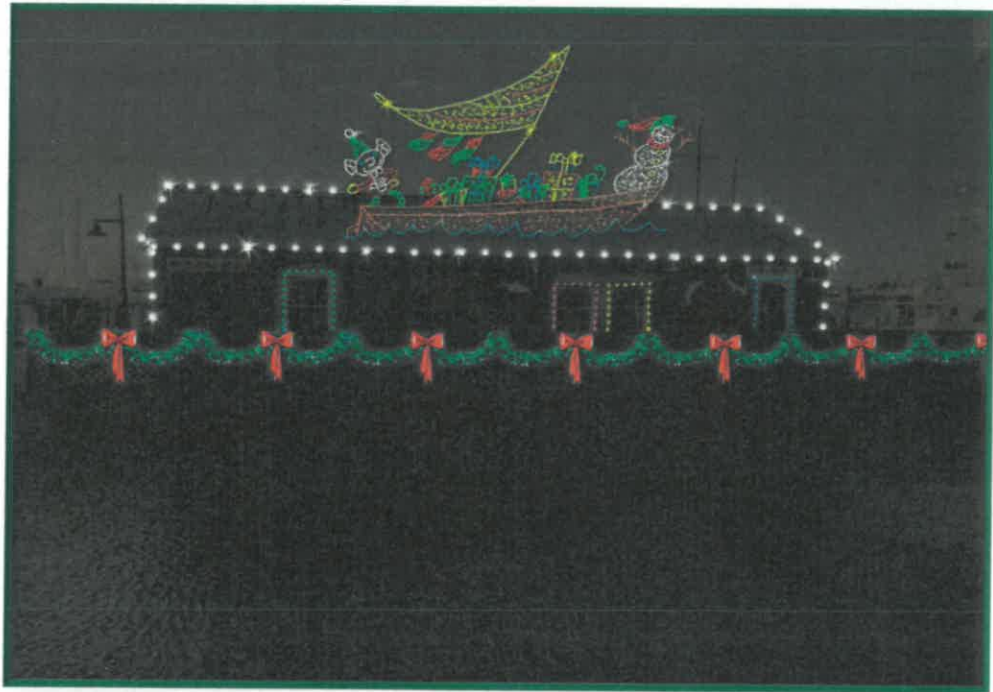
**Scene
#15**



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RFP #005-18
Holiday Lighting
Key West Historic Seaport

**Scene
#16**



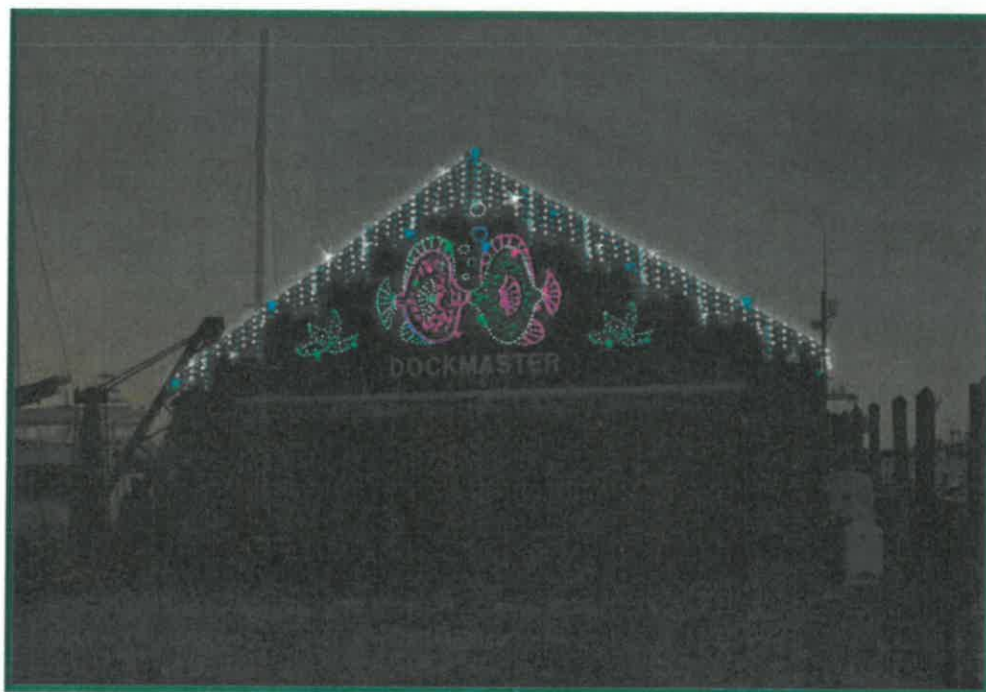
**Scene
#17**



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RFP #005-18
Holiday Lighting
Key West Historic Seaport

Scene
#18



Scene
#18



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RFP #005-18
Holiday Lighting
Key West Historic Seaport

**Scene
#19 & 20**



**Scene
#21**



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RFP #005-18
Holiday Lighting
Key West Historic Seaport

Scene
#22 & 23



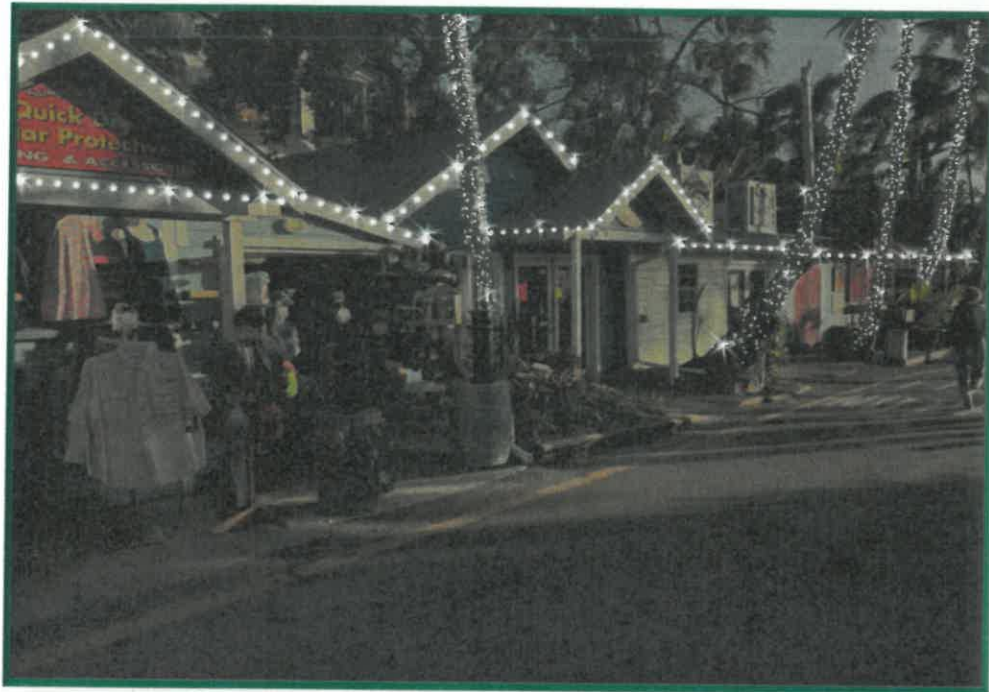
Scene
#24



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RFP #005-18
Holiday Lighting
Key West Historic Seaport

**Scene
#25**



**Scene
#25**



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RFP #005-18
Holiday Lighting
Key West Historic Seaport

**Scene
#25**



**Scene
#25**



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RFP #005-18
Holiday Lighting
Key West Historic Seaport



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Brandano Displays, Inc.

Disclosure Statement

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Holiday Lighting

Key West Historic Seaport

RFP #005-18

Base/ Alt	Scene Location	Map Scene Area	Title	Description	Special Pricing
Base	Ramps and Rails throughout Seaport	all	Natural Green Garland and Bows	500' of 12" Diameter branch type lighted Garland will be draped on rails and stairways throughout the Historic Seaport "Harbor Walk". Includes rails at the Public Restrooms, Turtle Museum and around "'D" dock. Lighting will feature a combination of Warm White and Red C-9 LED Bulbs spaced 12" apart. Ornamentation will include 16" red Christmas bows spaced approximately 10' apart. As an option LED miniature lights can be supplemented for the same cost.	\$3,750
Base	Decorative light Poles throughout Seaport: Harbor Walk, D-Dock, Lazy Way Lane, Margaret St., Elizabeth Plaza, Margaret Street Plaza, Margaret St. parking Lot, 201	all	Garland, Lights and Bows for Decorative poles	70 Decorative poles will be decorated with a 20' Natural Pine 12' Diameter Branch Garland. Lighting will feature a C-5 style LED bulb and will alternate RED, GREEN and WARM WHITE. As a substitute LED miniature lights or Traditional C-7 can be used at no additional cost. Ornamentation will be a 16" wide Sumbrella Red Christmas loop bow with 16" tails.	\$10,640
Alt #4	Green Street Parking lot		Green Street Parking lot Poles	6 Decorative poles will be decorated with a 20' Natural Pine 12' Diameter Branch Garland. Lighting will feature a C-5 style LED bulb and will alternate RED, GREEN and WARM WHITE. As a substitute LED miniature lights or Traditional C-7 can be used at no additional cost. Ornamentation will be a 16" wide Sumbrella Red Christmas loop bow with 16" tails.	\$912
Alt #5	Ferry Terminal Parking lot		Ferry Terminal Parking lot Poles	6 Decorative poles will be decorated with a 20' Natural Pine 12' Diameter Branch Garland. Lighting will feature a C-5 style LED bulb and will alternate RED, GREEN and WARM WHITE. As a substitute LED miniature lights or Traditional C-7 can be used at no additional cost. Ornamentation will be a 16" wide Sumbrella Red Christmas loop bow with 16" tails.	\$912

Base/ Alt	Scene Location	Map Scene Area	Title	Description	Special Pricing
Base	Coconut and other varieties of Palm trees throughout Seaport: Elizabeth Street Plaza, Lazy Way Lane, Harbor Walk, Margaret St parking lot, Access Road		Palm tree Lighting	39 Coconut and 7 fan palm will be lighted throughout the Historic Seaport. Each <u>Coconut palm</u> trunk will be lighted with 350 cool white LED miniature lights. There will be a crown of 50 red lights at the top of each trunk and 8 fronds in each tree will be lighted with 400 Green LED miniature lights. Other palm trunks will be lighted with 350 cool white LED miniature lights and a crown of 50 red lights at the top, no fronds. All lights will be the co-axial weatherproof type.	\$20,850
Alt # 7	Coconut Palm trees at the Lazy way Shops		Palm tree Lighting	5 Coconut Palms will be lighted in front of the stores at Lazy Way Lane. Each <u>Coconut Palm</u> trunk will be lighted with cool white LED miniature lights. There will be a crown of Red lights at the top of each trunk and 8 fronds in each tree will be lighted with Green LED miniature lights. All lights will be the co-axial weatherproof type.	\$2,080
Base	#2 Day marker at Margaret Street	1	"2" Day marker and Egret	The day Marker will be outlined in Red Lights with the post wrapped in green garland with a red Bow. Standing next to the Day marker will be a fully illuminated Egret standing in a bed of Everglades grass. The Egret is 6' high and 3'6" wide.	\$450
Alt	Lazy Way Lane	2	Manatee Scene	This scene features a giant metal sculpture manatees (10'H x 8'6"W). The display is painted white and illuminated with clear lights.	\$990
Alt #3	Top of Recording Studio	3	Female singers with man with Guitar	This creative display will surely delight our music lovers. In the display are two stylist singers and a guitar player. Musical notes will complement the final design.	\$2,500
Alt	Entrance to Lazy Lane at shops	4	Giant Tropical Fish Arch drive through Sculpture	This metal sculpture arch presents a school of tropical Fish plug. Patrons will be able to walk through the display. The sculpture is illuminated with multicolored lights.	\$3,841

Base/Alt	Scene Location	Map Scene Area	Title	Description	Special Pricing
Alt	Lazy Lane side of the Recording at Ground Level	5	Flamingo Scene	This major scene features six metal sculpture flamingos. Three designs are featured. One is walking, one is standing and the other is feeding. Scale is as follows: walking (6'H x 3'W), standing (6'H x 1'6"W) and feeding (4'6"H x 3'6"W). The units are painted white and illuminated with pink bulbs. The scene has a display width of 31'.	\$2,047
Base	Lazy Lane East side of the Recording studio	6	Gumbo Limbo Tree on Lazy Lane	This Iconic Tree will be densely lighted with Blue lights on all the trunks and branches. 30 - 4' warm white Meteor shower light sets will hang randomly from the Branches,	\$1,750
Alt	Lazy Way Lane	7	Pirate at the Wheel Sculpture	This metal sculpture features a giant pirate (9'H x 5'W) handling a ship's wheel. Completing this display is a parrot perched on the shoulder of the pirate. This display is painted white and is fully illuminated.	\$793
Alt	Lazy Way Lane	7	Pirate with Cutlass Sculpture	This metal sculpture consists of a peg-leg pirate wielding a cutlass. This display is painted white and is fully illuminated. The unit has a height of 8'6" and a width of 6'.	\$793
Alt	Lazy Way Lane	7	Treasure Chest Sculpture	This display features a giant metal sculpture chest abundantly filled with treasure. This unit is 5' in height and 6' in width. The display is painted white and is fully illuminated.	\$845
Alt	Lazy Way Lane	8	Alligator biting an elf in the butt	This scene features an elf trying to run away from an alligator. The scene is 7' high and 15'6" wide and fully illuminated.	\$943
Alt	Lazy Way Lane	8	Elf wrestling an alligator	This fully illuminated display features an elf wrestling an alligator. This scene has a height of 7' and a width of 9'6".	\$635
Alt	Lazy Way Lane	9	Penelope the Princess Clam and her Blue Reef Bottom Friends Checking out the Santa Diving	This major under the sea display features Penelope the Princess Clam (5 1/2' x 12 1/2'), Manny the Man-O-War (8' x 5'), Sally the Shrimp (7'x 3 1/2'), a Santa Diver (8' H x 10'), a tropical fish (2'x 5'), and two saltwater ferns at 5'. Penelope and her Blue Reef Bottom Friends checking out the Santa diver.	\$3,818

Holiday Lighting

Key West Historic Seaport

RFP #005-18

Base/ Alt	Scene Location	Map Scene Area	Title	Description	Special Pricing
Alt	Lazy Way Lane	10	Submarine, US NAVY	This metal sculpture features a United States Navy Submarine as it checks out the marine life at the bottom of the ocean. This display is fully illuminated and has a height of 9' and a width of 10'	\$1,195
Alt	Lazy Way Lane	11	Fish School at Blue Reef Bottom	This major scene features Mrs. Fishman teaching her four fish students math at The Blue Reef Bottom. This colorful display is fully illuminated and has a dimension of H 10 1/2' x W 27'.	\$2,099
Alt # 6	Lazy Way Lane at Williams Street entrance	13	Leaping Dolphin (Animated)	This scene features a 6 dolphin sequence; a 5' dolphin leaping from the water, arching and then re-entering the water with a splash. Patrons will be able to view this animation as they walk underneath this spectacular display. The display has a width of 25' and a height of 20'.	\$3,600
Base	Williams Street Plaza	14	Western Union Sign at Williams Street	The Western Union Sign at Williams Street will be trimmed with 100' of 6" Diameter white garland and lighted with Blue C-5 LED Lights.	\$600
Alt	Williams Street Plaza	14	Western Union Sign at Williams Street	The Western Union Sign at Williams Street will feature an 8' Long Mermaid Display mounted above the <i>Western Union</i> . The poles and perimeter of the sign will be lighted with Blue miniature LED Lights. A 4' Anchor Display will be on each pole.	\$1,150
Alt	Public Restroom Rails	15	Tropical Fish Scene	This major scene features metal sculptures of five colorful fish. The fish vary in size and design. Sizes are: 6'H x 3'W, 5'H x 4'W, 5'H x 7'6"W. Each unit is painted white and illuminated with multicolored lights. This scene has a display width of 52'.	\$2,725
Alt	"D" Dock Poles (8)	15	Pole decorations for the 8 poles on "D" Dock	We are providing 3 options for the 8 poles on "D" dock; 1) lighted red garland with a green Seahorse, 2) lighted green garland with a gold Starfish and 3) Lighted Green Garland with a Sailboat. All will be glitter filled for daytime effect.	\$2,400

Holiday Lighting

Key West Historic Seaport

RFP #005-18

Base/ Alt	Scene Location	Map Scene Area	Title	Description	Special Pricing
Base	Turtle Cannery	16	Roof line lighting for gable and Eaves	The cannery will be outlined with C-9 LED alternating red, Green and Warm White lights. 225' of lightline will be used, bulb spacing will be 12".	\$1,350
Alt	East Side of Cannery Building	16	Sailboat with Elf, Snowman, Stockings and Packages:	This giant Holiday Vessel being piloted by an Elf is 20' Wide and 10' Tall. All the components will be outlined with C-7 LED bulbs and the ribbons and bows will be filled with LED miniature lights. Animation will include the stripes on the sail fading from red to green and packages and ribbons changing colors. The structure will be outlined in lights as well as the windows which will be animated changing colors between red, Green and cool white.	\$4,200
Alt	West side of Cannery Building	17	Swimming Turtle display, Animated	This selection of various sized swimming sea turtles will be mounted to the building and will randomly change colors from Green to Pink to blue to purple and to white. The rooflines of the building as well as the outlines of the window will be lighted. An audio component is also available to choreograph the design to a Christmas melody.	\$3,500
Alt #1	Dock Master Building	18	Kissing Fish on the Reef	The Eve of the Dock Master building will be lighted with animated blue and white icicle lights. Featured at the building will be a pair of Kissing Tropical Fish. The fish will be glitter filled and lighted with colorful LED lights	\$3,500
Alt #2	Pump House	19	Pump House	The Pump House will be Sloppy outlined in 200' multi color C-9 lights. Features will include Wreaths with Sailboat Inserts at each of the 4 gables.	\$2,200
Base	#4 Day marker at Margaret Street	20	"4" Day marker and Pelican with Santa Hat Sculpture	The day Marker will be outlined in Red Lights with the post wrapped in green garland with a red Bow. Standing next to the Day marker will be a fully illuminated festive Pelican is sitting on a piling and showing off his Santa Hat. The display is 8' Tall and 4' wide and Lighted with LED C-7 bulbs.	\$450
Base	#5 Day marker at Grinnell Street	21	"5" Day marker and leaning elf	The day Marker will be outlined in Green Lights with the post wrapped in green garland with a red Bow. Standing next to the Day marker will be a fully illuminated Elf (7'H x 3'6"W) leaning on the pole.	\$700

Holiday Lighting

Key West Historic Seaport

RFP #005-18

Base/ Alt	Scene Location	Map Scene Area	Title	Description	Special Pricing
Base/ Alt #9	Ferry Terminal	22	Ferry Terminal hand rails	500' of lighted Red Garland will drape along the hand rails on all sides of the structure. Featured will be 9" Red garland lighted with C-9 alternating red and green lights.	\$3,000
Base/ Alt #9	Ferry Terminal Dock	23	Ferry Terminal Dock hand rails	560' of lighted Red Garland will drape along the hand rails on all sides of ramp/dock. Featured will be 9" Red garland lighted with C-9 alternating red and green lights.	\$3,600
Alt	Access road and parking lot between Williams and Margaret streets	24	Parking Lot Poles	The 7 poles within the Parking lot will each feature 2 decorations per pole one being a 6' Snowflake and the others being a Lighthouse, one being a Dolphin and one a Palm Tree. Each will be lighted with LED lights and Glitter filled for daytime effect. complementing the decorations will be a green garland pole wrap.	\$2,100
Base	201 Williams Street Porch Overhangs	25	Roof line lighting for entrance Canopies	100' of C-9 lights will be attached to Canopy entrances. Lights will be Warm White and be spaced on 12" centers, white sockets will be used on white painted surfaces and green on the dark painted surfaces.	\$600
Alt #8	Water Front Brewery	25	The Brewery entrance and Canopy	The Brewery entrance will feature 75' of Icicle lights on the Eaves with an 8' Tall Anchor Display on the top	\$1,200
Base	Water Front Brewery	25	Royal Palm Trees	The 6 Royal Palm trees in front of the Brewery will be lighted. Each Royal palm trunk will be lighted with cool white LED miniature lights. There will be a crown of red lights at the top of each trunk and 8 fronds in each tree will be lighted with Green LED miniature lights. All lights will be the co-axial weatherproof type.	\$3,120

Base/ Alt	Scene Location	Map Scene Area	Title	Description	Special Pricing
Pricing for additional Components outside of initial order					
	Ramps and Rails		Natural Green Garland and Bows	12" Diameter branch type lighted Garland will be draped on rails and stairways. Red C-9 LED Bulbs spaced 12" apart. Ornamentation will include 16" Red Christmas bows spaced approximately 10' apart. As an option LED miniature lights can be supplemented for the same cost.	\$7.50 per ft
	Roof top and overhang lighting		Lights for Roof lines and Entrance Canopies	C-9 lights will be attached to Canopy entrances and roofs. Lights will be Warm White or Color of Choice and be spaced on 12" centers, white sockets will be used on white painted surfaces and green on the dark painted surfaces.	\$6.00 per ft
	Decorative light Poles		Garland, Lights and Bows for Decorative poles	Decorative poles will be decorated with a 20' Natural Pine 12' Diameter Branch Garland. Lighting will feature a C-5 style LED bulb and will alternate RED, GREEN and WARM WHITE. As a substitute LED, color of choice, miniature lights or Traditional C-7 can be used at no additional cost. Ornamentation will be a 16" wide Sumbrella Red Christmas loop bow with 16" tails.	\$152.00 Each
	Coconut Palm tree lighting with Fronds		Coconut Palm tree lighting with Fronds	Each <u>Coconut Palm</u> trunk will be lighted with 350 cool white LED miniature lights. There will be a crown of 50 red lights at the top of each trunk and 8 fronds in each tree will be lighted with 400 Green LED miniature lights. All lights will be the co-axial weatherproof type. (\$26 per 50 light set)	\$416.00 Each
	Palm Tree lighting without Fronds		Palm Tree lighting without Fronds	The Trunks of Fan palm and palms without lighted fronds will be lighted with 350 cool white LED miniature lights and a crown of 50 red lights at the top. All lights will be the co-axial weatherproof type. (\$26.00 per 50 light set)	\$208.00 Each

Base/ Alt	Scene Location	Map Scene Area	Title	Description	Special Pricing
Pricing for additional Components outside of initial order Continued					
	Royal Palm Trees		Royal Palm Trees, Lighting	Each Royal Palm trunk will be lighted with 500 Cool White LED miniature lights. There will be a crown of 100 Red lights at the top of each trunk and 8 fronds in each tree will be lighted with 400 Green LED miniature lights. All lights will be the co-axial weatherproof type. (\$26 per 50 light set)	\$520.00 Each
	Ferry Terminal Red Garland		Lighted 9" Diameter Red Garland	9" Red Garland lighted with C-9 alternating red and green lights.	\$6.00 per ft
	Labor rate outside of Contracted items		labor rate Lead Person	Incidental hourly labor rate outside of the contracted items, + 4 hours one way travel if necessary.	\$96.00 per hour
	Labor rate outside of Contracted items		labor rate crew team member	Incidental hourly labor rate outside of the contracted items, + 4 hours one way travel if necessary	\$75.00 per hour
	Rental equipment		Lifts and other rented equipment	Special equipment as man lifts and box trucks rented for projects outside of contracted items will be the actual cost of the equipment from an approved vendor plus 10%.	Net cost + 10%
	Optional Display Designs		Display Options	From season to season the proposed selection components can be substituted with designs of comparable value. We will provide a list of available designs each August 1 of the contract.	

Elizabeth Street Plaza

Key West Historical Seaport
RFP #005-18

Plot Plan
by Brandano Displays, Inc.

April 3, 2018

KEY:

● Display Location



Lazy Way Lane

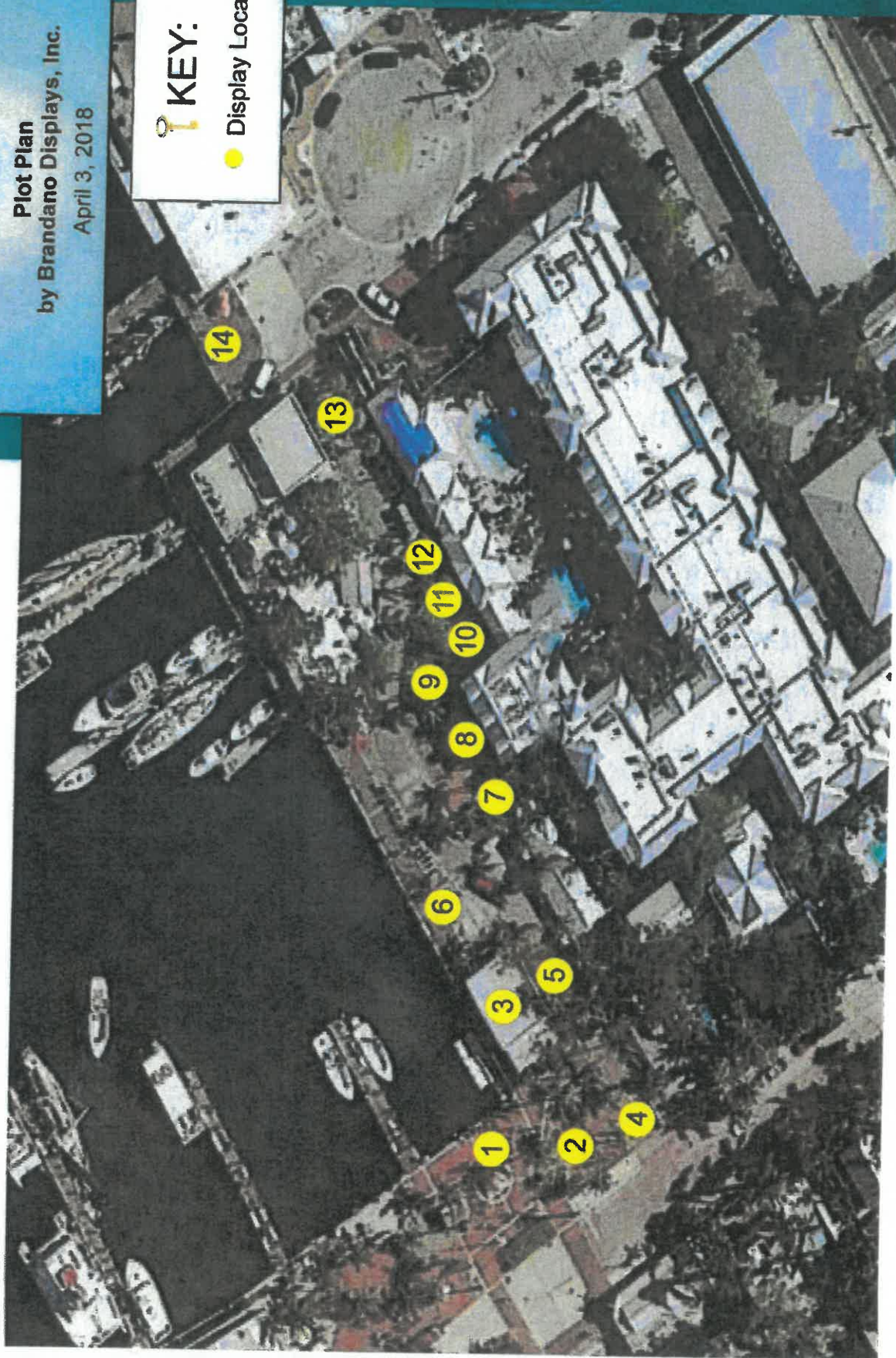
Key West Historical Seaport
RFP #005-18

Plot Plan
by Brandano Displays, Inc.

April 3, 2018

KEY:

● Display Location



"D" Dock

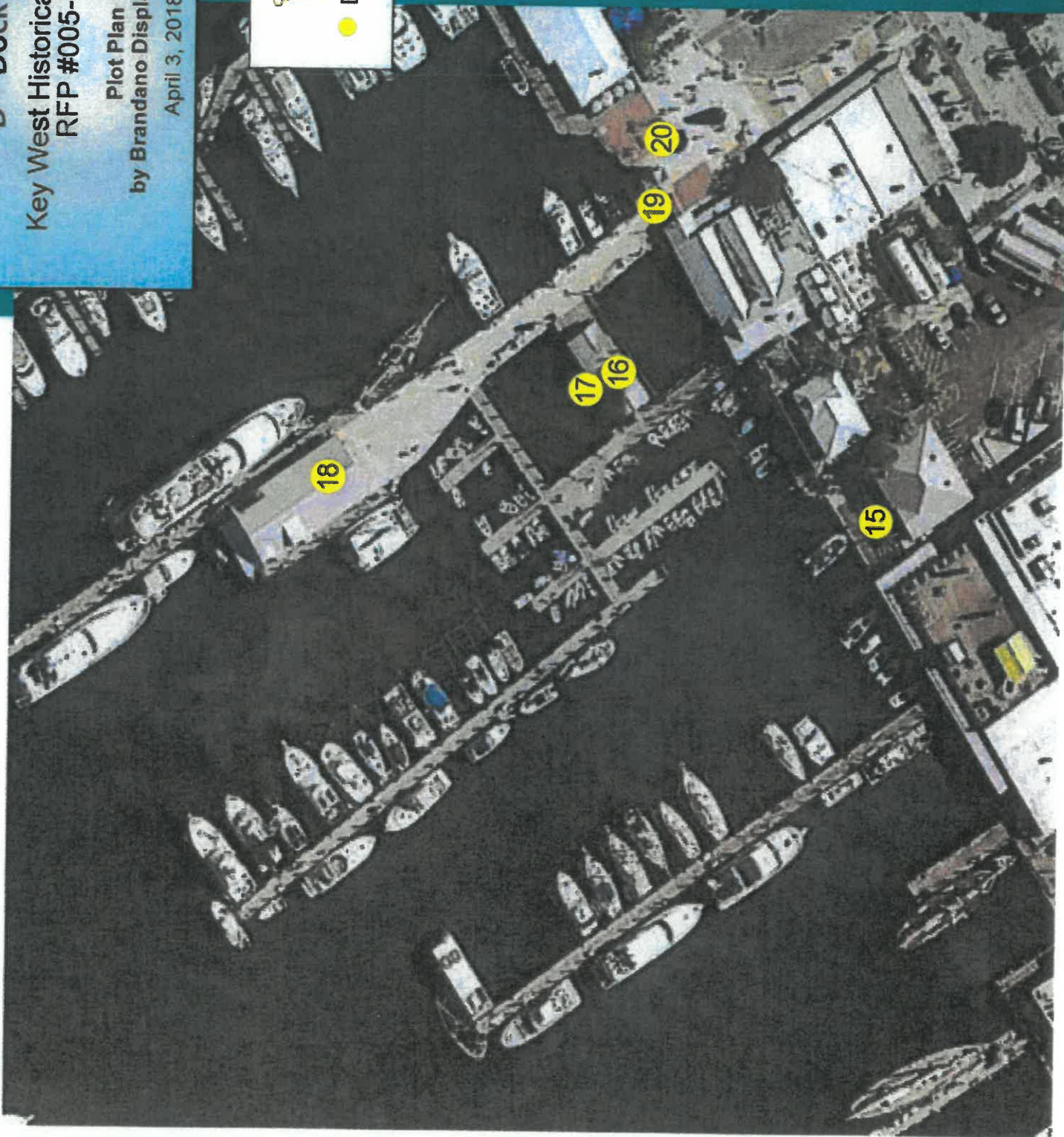
Key West Historical Seaport
RFP #005-18

Plot Plan
by Brandano Displays, Inc.

April 3, 2018

KEY:

● Display Location



William St. to Margaret St.
Key West Historical Seaport
RFP #005-18

Plot Plan
by Brandano Displays, Inc.
April 3, 2018

KEY:
🔑

● Display Location



Margaret St. to Ferry Terminal
Key West Historical Seaport
RFP #005-18

Plot Plan
by Brandano Displays, Inc.
April 3, 2018

KEY:

● Display Location



THE FOLLOWING WILL BE SUBMITTED WITH THE PROPOSAL

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

_____	_____
_____	_____
_____	_____

SUBCONTRACTORS

The Proposer further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Proposer is awarded the Contract:

Name

Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

PROPOSER

The name of the Proposer submitting this Proposal is

Brandano Displays, Inc. doing business at
1473 Banks Road Margate FL 33063
Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

Patrick J. Brandano Vice President

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2018.

Signature of Proposer

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 3rd day of April 2018.

(SEAL)

Brandano Displays, Inc.
Name of Corporation

By Patrick J. Brandano

Title Vice President

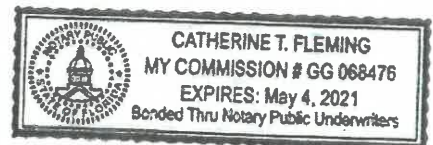
Attest _____

Sworn and subscribed before this 3 day of April, 2018

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: May 4, 2021

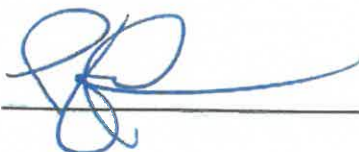
Catherine T. Fleming



NON-COLLUSION AFFIDAVIT

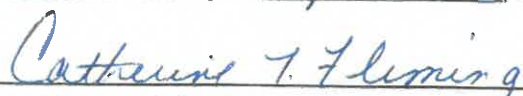
STATE OF FLORIDA)
 :
SS COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: 

Sworn and subscribed before me this

3 day of Apr, 2018.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: May 4, 2021



ANTI - KICKBACK AFFIDAVIT

STATE OF Florida)
COUNTY OF Broward) : SS

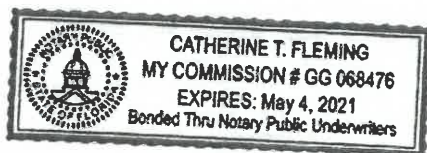
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: [Signature]

Sworn and subscribed before me this 3 day of April, 2018.

Catherine T. Fleming
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: may 4, 2021



SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for _____
Brandano Displays, Inc.
2. This sworn statement is submitted by Patrick J. Brandano
(Name of entity submitting sworn statement)
whose business address is 1473 Banks Road, Margate, FL 33063

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
16-1366604

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____)
3. My name is Patrick J. Brandano
(Please print name of individual signing)
and my relationship to the entity named above is Vice President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

AB

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted VENDOR list. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted VENDOR list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted VENDOR list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been put on the convicted VENDOR list. (Please describe any action taken by or pending with the Department of General Services.)


(Signature) _____
(Date) 4/3/2018

STATE OF Florida

COUNTY OF Broward

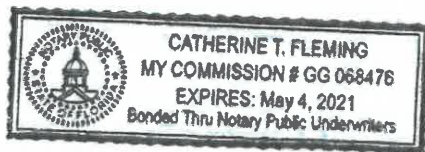
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Patrick J. Brandano who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 3 day of April, 2018.

My commission expires: May 4, 2021


NOTARY PUBLIC



CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by VENDOR or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the VENDOR or its subcontractors, material men or agents of any tier or their respective employees.

VENDOR:

Brandano Displays, Inc.

SEAL:

1473 Banks Road, Margate FL 33063

Address

Signature

Patrick J. Brandano

Print Name

Vice President

Title

DATE:

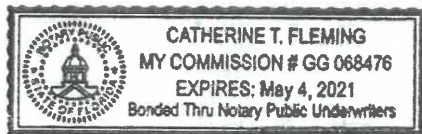
4/3/2018

Sworn and subscribed before this 3 day of April, 2018

Catherine T. Fleming

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: May 4, 2021



**LOCAL VENDOR CERTIFICATION PURSUANT TO
CITY OF KEY WEST ORDINANCE 09-22 SECTION 2-798**

The undersigned, as a duly authorized representative of the VENDOR listed herein, certifies to the best of his/her knowledge and belief, that the VENDOR meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
 - b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
 - c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
- Not a local VENDOR pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local VENDOR pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name _____ Phone: _____

Current Local Address: _____ Fax: _____
(P.O. Box numbers may not be used to establish status)

Length of time at this address: _____

Signature of Authorized Representative Date: _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ as identification
(Type of identification)

Signature of Notary

Return Completed form with
Supporting documents to:
City of Key West Purchasing

Print, Type or Stamp Name of Notary

Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Broward)

I, the undersigned hereby duly sworn, depose and say that the firm of Brandano Displays, Inc. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: [Signature]

Sworn and subscribed before this 3 day of April, 20 18

Catherine T. Fleming
NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: May 4, 2021



CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Broward)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Brandano Displays, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

By: [Signature]

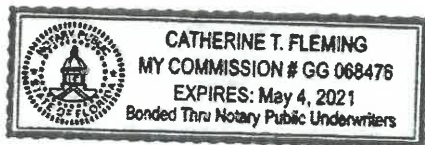
Sworn and subscribed before me this

3 day of April 20 18.

Catherine T. Fleming

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: May 4, 2021



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

DBA:

Business Name: BRANDANO DISPLAYS INC

Owner Name: BRANDANO JOHN
Business Location: 1473 BANKS RD
MARGATE

Business Phone:

Receipt #: 279-7451

Business Type: (MANUFACTURE/WHOLESALE)

Business Opened: 04/01/2009

State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

9

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

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:

BRANDANO DISPLAYS INC
1473 BANKS RD
MARGATE, FL 33063

Receipt #1CF-16-00025708
Paid 09/22/2017 45.00

2017 - 2018

RECEIVED

BR WARD

OCT -14 2017



BROWARD COUNTY LOCAL BUSINESS TAX RENEWAL

Contractors must send proof of current Broward County Certificate of Competency or State License. The following must present a current state license, registration or exempt letter: automobile repair, bailroom dancing, detectives, food production, manufacturing or retail; funeral director/home, health studios, pawnshops/brokers, pest control, security guards, specialty contractor, telemarketing, travel.

The following must present current proof of registration from Permitting, Licensing and Consumer Protection Division: Auto Body/Paint/Repair, Limousines, and Movers. Auto Body/Paint/Repair must also submit State MV license.

If business is in unincorporated Broward County, a "Certificate of Use" obtained from Permitting, Licensing and Consumer Protection Division must be presented in correct ownership name, for change of business location or change of ownership.

TRANSFER OF OWNERSHIP/NAME OF BUSINESS/BUSINESS LOCATION

Your request for changes will not be processed without the transfer fee, which is 10% of the base annual fee, not less than \$3.00 or more than \$25.00.

Submit current receipt with your changes indicated in the spaces provided below.

If you cannot submit the current receipt, please fill out affidavit for transfer. The form may be found at:
<http://www.co.broward.fl.us/revenue/rvt00506.pdf>

Businesses regulated by the State or local agencies, must show correction of name or address before the Business Tax Receipt can be transferred.

- | | | |
|---|--|---|
| 1. New ownership/Name of Business
(submit current receipt and fee) | 2. New business location
(submit current receipt and fee) | 3. Mailing address change only
(no fee required) |
|---|--|---|

New Fed. I.D. or SS#

EXCEPTIONS: A.) Exempt receipts are not transferable from one owner to a new owner

B.) Professional receipts are not transferable from one individual to another individual

No longer doing business in Broward County.



2017 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/16

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2017

Business Name and Location Address

Certificate Number

BRANDANO DISPLAYS INC
1473 BANKS RD STE 212
MARGATE, FL 33063-3960

16-8012140669-0

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a *Florida Annual Resale Certificate*.

The *Florida Annual Resale Certificate* is issued to active, registered sales and use tax dealers. **As a buyer**, use your certificate to purchase or rent property or services tax exempt that you intend to resell or re-rent to your customers. You cannot use this certificate to purchase or rent property or services that you will use in your business. **As a seller**, you must collect sales tax and discretionary sales surtax imposed on retail sales or rentals of taxable property or services, unless the transaction is exempt.

Seller Certificate Verification – Verify resale or exemption certificates using a customer's sales tax certificate number:

- Phone: **877-FL-RESALE** (877-357-3725)
- Online: Go to **www.myflorida.com/dor** and select "*More e-Services*" and then "*Verify resale and exemption certificates*"
- Mobile App: ***Florida Tax (FL Tax)*** mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do **not** need to keep a copy of the customer's *Florida Annual Resale Certificate*.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2018

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).

PRODUCER Keyes Coverage Insurance 5900 Hiatus Road Tamarac FL 33321		CONTACT NAME: Rocio Greene PHONE (A/C, No. Ext): 954-724-7000 E-MAIL ADDRESS: rgreene@keyescorverage.com FAX (A/C, No):	
INSURED Brandano Displays, Inc. 1473 Banks Road Margate FL 33063		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Co INSURER B: Twin City Fire Insurance Co INSURER C: AmGuard Insurance Co INSURER D: Technology Ins. Co. INSURER E: INSURER F:	
10344		NAIC # 19682 235 42376	

COVERAGES

CERTIFICATE NUMBER: 2010408962

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y Y	21CESOF1513	3/25/2017	3/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ Comp \$1,000 ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ☒ Coll \$1000		BRAU864217	9/29/2017	9/29/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ DED ☒ RETENTION \$ 10,000	☐ OCCUR ☐ CLAIMS-MADE	21HUSL9267	3/25/2017	3/25/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	TWC3679471	1/1/2018	1/1/2019	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Hired Auto Physical Dam		BRAU864217	9/29/2017	9/29/2018	Actual Cash Value 75,000 Comp Ded \$500.00 Coll Ded \$500.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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.

AUTHORIZED REPRESENTATIVE

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Exhibit C
RFP #005-18

SEE ATTACHED

HOLIDAY LIGHTING
KEY WEST HISTORIC SEAPORT

CONTRACT DOCUMENTS FOR:



RFP #005-18 HOLIDAY LIGHTING KEY WEST HISTORIC SEAPORT

FEBRAURY 2018

MAYOR: CRAIG CATES

COMMISSIONERS:

JIMMY WEEKLEY

SAMUEL KAUFMAN

BILLY WARDLOW

RICHARD G. PAYNE

MARGARET ROMERO

CLAYTON LOPEZ

PREPARED BY:
City of Key Wes
Port & Marine Services

RFP DOCUMENTS

CITY OF KEY WEST

CAROLINE STREET AND BAHAMA VILLAGE
COMMUNITY REDEVELOPMENT AGENCY (CRA)

KEY WEST, FLORIDA

DOCUMENTS

for

HOLIDAY LIGHTING
KEY WEST HISTORIC SEAPORT

KEY WEST, FLORIDA

FEBRUARY 2018

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PART 1

GENERAL PROPOSAL

REQUIREMENTS

REQUEST FOR PROPOSAL

Sealed bids for the City of Key West Caroline Street and Bahama Village Community Redevelopment Agency (CRA) RFP #005-18 HOLIDAY LIGHTING - KEY WEST HISTORIC SEAPORT, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until 3:00 pm on April 4, 2018 and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original and two (2) flash drives with one single PDF file of the sections entitled "Proposal Requirements" and "Contract Forms". Proposal package is to be enclosed in a sealed envelope, clearly marked on the outside "PROPOSAL FOR HOLIDAY LIGHTING - KEY WEST HISTORIC SEAPORT" addressed and delivered to the City Clerk at the address noted above.

The CRA is seeking proposals from qualified individuals or firms for a turn-key approach for design and installation of nautical/maritime themed holiday lighting and décor at the Key West Historic Seaport. Successful applicants will demonstrate experience in designing, installing, maintaining and storing external, holiday décor and lighting.

The full Request for Proposal may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

A non-mandatory, but highly recommended, **pre-bid meeting** will be held in the conference room at the KWHS Port and Marine Services Offices, 201 William Street, Key West, Florida on **March 27, 2018 at 2:30 p.m.**

The Proposer will be required to furnish documentation with his proposal showing that he is in compliance with any and all licensing requirements of the State.

The Proposer shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

A. City of Key West Business Tax License Receipt

Compliance with these provisions is required before the Firm can enter into the agreement contained in the Contract Documents.

All insurance contracts and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the CRA will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Proposer to perform the size and type of work specified under this Contract. Upon request, the Proposer shall submit such information as deemed necessary by the CRA to evaluate the Proposer's qualifications.

For information concerning the proposed work please contact Karen Olson, Deputy Port and Marine Services Director by email at kolson@cityofkeywest-fl.gov. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

As stated above at the time of the proposal submittal the Proposer must provide satisfactory documentation of State Licenses. The Proposer shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The CRA may reject proposal for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its bid, (3) if the proposal does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the CRA. (6) if such rejection is in the best interest of the CRA. The CRA may also waive any minor formalities or irregularities in any proposal.

INSTRUCTIONS TO PROPOSER

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed.

B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Proposer should request of the Deputy Director Port and Marine Services, in writing (at least 8 calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be furnished to all registered holders of Contract Documents. Proposers shall submit with their Proposals, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. SCOPE OF SERVICES

A general description of the work to be done is contained in the Scope of Services section.

3. REQUIRED QUALIFICATIONS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the CITY. Proposers must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein. Additionally all proposers must meet the minimum qualifications as described in Required Qualifications section.

4. PROPOSERS UNDERSTANDING

Each Proposer must inform himself of the conditions relating to the execution of the work and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Proposer of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each Proposer shall inform himself of, and the Proposer awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, permits, fees, and similar subjects.

5. TYPE OF PROPOSAL

A. TIME AND MATERIALS/LUMP SUM PAYMENT/NOT-TO-EXCEED

- The City anticipates work to be performed through the issuance of yearly Task Orders with payment for services on a time and materials basis or lump sum payment/not-to-exceed. The City reserves the right to negotiate a compensation package that is fair and reasonable to the City, as determined solely by City. All costs including travel are to be included in your proposal. The City will not accept any additional costs.
- **The Proposer shall submit a Schedule of Values with the Proposal.** The total amount to be paid the Contractor shall be adjusted for additions or deletions in number of units/ or resulting from the OWNER authorized changes in the project. The OWNER reserves the right to enter into a contract for all or portions of the project and to adjust the final payment accordingly.
The schedule shall include hourly and materials rates and shall be inclusive of all equipment, travel, lodging, meals and overhead & profit.

6. PREPARATION OF PROPOSAL

A. GENERAL

All blank spaces in the PROPOSAL form must be filled in, as required, preferably in BLACK ink. No changes shall be made in the phraseology of the forms.

Any PROPOSAL shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Request for Proposal.

Only one PROPOSAL from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the CITY that any Proposer is interested in more than one Proposal for work contemplated; all Proposals in which such Proposer is interested will be rejected.

B. SIGNATURE

The Proposer shall sign his PROPOSAL in the blank space provided therefore. If

Proposer is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Proposer is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

C. ATTACHMENTS

Proposer shall complete and submit the following forms with his proposal:

- Anti-Kickback Affidavit
- Sworn Statement under section 287.133(3)(a) Florida Statutes, on public entity crimes
- Indemnification Form
- Local Vendor Form
- Domestic Partnership Affidavit
- Cone of Silence Affidavit
- All requirements listed in Proposal Submittal Requirements
- Proof of Insurance

7. STATE AND LOCAL SALES AND USE TAXES

Unless the contract documents contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

8. SUBMISSION OF PROPOSALS

All PROPOSALS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid.

PROPOSALS must be made on the PROPOSAL forms provided herewith, **submit one (1) ORIGINAL bid package and two (2) FLASH DRIVES containing a single PDF file of the entire bid package.**

Each PROPOSAL must be submitted in a sealed envelope, so marked as to indicate the Proposer's name and its contents (project name and number) without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of PROPOSALS, any PROPOSAL submitted may be withdrawn by notice to the party receiving PROPOSALS at the place designated for receipt of PROPOSALS. Such notice shall be in writing over the signature of the Proposer or by telegram. If by telegram, written confirmation over the signature of the Proposer shall be mailed and postmarked on or before the date and time set for receipt of PROPOSAL. No PROPOSAL may be withdrawn after the time scheduled for opening of PROPOSALS, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Proposers shall have elapsed.

10. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of Proposals, the CITY will accept one of the Proposals or will act in accordance with the following paragraphs. The acceptance of the Proposal will be by written notice of award, mailed to the office designated in the Proposal, or delivered to the Proposer's representative. In the event of failure of the lowest responsive, responsible Proposer to sign the Contract and provide acceptable insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the second ranked Proposer. Such award, if made, will be made within one hundred-twenty (120) days after the opening of Proposals.

The CITY reserves the right to accept or reject any or all Proposals, and to waive any informalities and irregularities in said Proposals.

11. BASIS OF AWARD

An evaluation committee will evaluate all proposals that meet the minimum qualifications of this RFP. Each committee member shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth below. Completed evaluations shall be combined and tallied. The City reserves the right to interview one or more of the highest ranked candidates. Upon completion of its evaluation process, the evaluation committee shall provide the results of the scoring and ranking to the CRA, along with a recommendation to award the contract to the highest ranked Proposer. If the City and the highest ranked Proposer are unable for any reason to negotiate a contract the City shall, either orally or in writing, formally terminate negotiations with the selected firm. The City may then negotiate with the next highest ranked firm. The negotiation process may continue in this manner through successive firms until an agreement is reached or the City terminates this RFP.

The selection committee will shortlist no less than 3 firms, unless less than 3 firms submit proposals

SELECTION CRITERIA	Maximum Points
Specialized experience in the type of work to be performed, preferably including work in a city of similar size and geographic location	25
Creativity/ quality of proposed design/ Nautical/maritimely Themed	20
Quality of proposed approach/work plan	15
Availability and capability to perform the services described in this RFP on a yearly basis	15
Price	15
References	10
POINT TOTAL	100

12. EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) working days after receiving Notice of Award, sign and deliver to the CITY two (2) original Contracts in the form hereto attached, together with the insurance certificate ~~examples of the bonds~~ as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Proposer, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

13. TERM OF CONTRACT

It is anticipated that the CRA will enter into a three (3) year agreement, which thereafter may be extended upon written consent of both parties for additional two (2) year terms. A CPI increase will be applied to the additional two-year term.

BUDGET MAY VARY FROM YEAR TO YEAR

14. PROPOSER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Proposer, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Proposer further declares that he has carefully examined the Contract Documents and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

15. ADDENDA

The Proposer hereby acknowledges that he has received Addenda No's. ____, ____, _____. Proposer shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Proposer further agrees that his Proposal(s) includes all impacts resulting from said addenda.

16. SALES AND USE TAXES

The Proposer agrees that all federal, state, and local sales and use taxes are included in the stated unit prices for the work.

INSURANCE REQUIREMENTS

VENDOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the **VENDOR** shall provide the minimum limits of liability insurance coverages as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal

Additional Umbrella Liability: \$1,000,000 Occurrence / Aggregate

VENDOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on **PRIMARY** and **NON CONTRIBUTORY** basis utilizing an ISO standard endorsement at **least as broad as CG 2010 (11/85) or its Equivalent, (combination OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable)** INCLUDING A "Waiver of Subrogation" clause in favor of City of Key West on all policies. **VENDOR** will maintain the Professional Liability, General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the **VENDOR** shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the **VENDOR** who is performing any labor, services, or material under the Contract. Further, **VENDOR** shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

If the work is being done on or near a navigable waterway, **VENDOR's** Workers' Compensation policy shall be endorsed to provide **USL&H Act (WC 00 01 06 A)** and **Jones Act (WC 00 02 01 A)** coverage if specified by the City of Key West. **VENDOR** shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such

certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

VENDOR's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

VENDOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. **VENDOR** will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the **VENDOR**.

REQUIRED QUALIFICATIONS

Proposers shall have substantial experience with the following:

- Proposer must have been in existence as a business in their home state for a continuous period of five (5) years prior to the date of this RFP.
- Proposer must have at least four (4) years continuous, first-hand experience designing, managing, installing, maintaining and storing external, holiday décor elements.
- Although not required, it is preferred that the Proposer have at least two (2) years experience in designing, managing, installing, maintaining and storing external, holiday décor elements for a local government agency.

PROPOSAL SUBMITTAL REQUIREMENTS

Proposals shall be limited to 25 sheets (front and back, equals 50 pages) and include, at a minimum, the following items:

1. **Cover Letter:** A one page cover letter containing:
 - The name of the person(s) authorized to represent the Proposer in negotiating and signing any agreement which may result from the proposal;
 - Entity name, address, phone, website and email address,
 - Provide a brief description of your firm, including its founding and history; number of employees; service areas; and, awards or other forms of recognition.
2. Proposed ***nautical/maritime*** themed design including type of lighting, decorations and locations.
 - Conceptual drawings indicating locations decoration/ lighting features throughout the Seaport
 - Style and décor of lights and decorations
 - Demonstrate new technology and creative designs to enhance the Seaport visitors experience
3. A statement of understanding of issues and opportunities related to this project and how the Proposer is uniquely qualified to assist the Key West Historic Seaport in this effort.
4. Provide a description of your work process.
5. Provide a minimum of three (3) client references.
6. The City is interested in Vendors with experience serving small governmental entities and especially serving cities comparable in size to the City of Key West.
7. Provide previous work examples that demonstrate how you meet the qualifications/experience requirements listed.
8. Submit three projects undertaken in the past three years (preferably for government clients of a size similar to the City) that involved services similar to the services listed in Scope of Services, of this RFP. For each example, provide the following information:
 - The scope and goals of the project and how success was measured.
 - A description of your role in the project and, if applicable, a description of the work of other VENDORS.
 - Provide a reference for the project – client's name, title, email address and telephone number.
 - Provide relevant work samples or a visual representation of the work (for example, a URL for a website, photographs, etc.).
9. Provide hourly rates or other fee structures for the services listed in Scope of Services, of this RFP.
10. Provide lump sum yearly cost for each item listed in the Scope of Services (Base Proposal and Add/Alternate items 1 through 9).
11. Provide payment schedule for services.
12. Explain proposer's workload capacity with the level of service and deadlines required by the City.
13. All required attachments listed in Instructions to Proposer. NOT COUNTED TOWARDS 25 SHEET LIMIT

THE FOLLOWING WILL BE SUBMITTED WITH THE PROPOSAL

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

_____	_____
_____	_____
_____	_____

SUBCONTRACTORS

The Proposer further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Proposer is awarded the Contract:

Name

_____, _____, _____, _____
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

Name

_____, _____, _____, _____
Street City State Zip

PROPOSER

The name of the Proposer submitting this Proposal is

_____ doing business at

_____, _____, _____
Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

_____	_____
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2018.

Signature of Proposer

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____ 2018.

(SEAL)

Name of Corporation

By _____

Title _____

Attest _____

Sworn and subscribed before this _____ day of _____, 20____

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
 :
SS COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: _____

Sworn and subscribed before me this

_____ day of _____, 2018.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

ANTI – KICKBACK AFFIDAVIT

STATE OF _____)
 : SS
COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Sworn and subscribed before me this _____ day of _____,
2018.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires:

SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for _____

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement _____)
3. My name is _____
(Please print name of individual signing)
and my relationship to the entity named above is _____
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted VENDOR list. (Please attach a copy of the final order.)

____ The person or affiliate was placed on the convicted VENDOR list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted VENDOR list. (Please attach a copy of the final order.)

_____The person or affiliate has not been put on the convicted VENDOR list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this _____ day of _____, 2018.

My commission expires:

NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by VENDOR or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the VENDOR or its subcontractors, material men or agents of any tier or their respective employees.

VENDOR:

SEAL:

Address

Signature

Print Name

Title

DATE:

Sworn and subscribed before this _____ day of _____, 20____

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

LOCAL VENDOR CERTIFICATION PURSUANT TO
CITY OF KEY WEST ORDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the VENDOR listed herein, certifies to the best of his/her knowledge and belief, that the VENDOR meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
 - b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
 - c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
- Not a local VENDOR pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local VENDOR pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name _____ Phone: _____

Current Local Address: _____ Fax: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address: _____

Signature of Authorized Representative Date: _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ as identification
(Type of identification)

Signature of Notary

Return Completed form with
Supporting documents to:
City of Key West Purchasing

Print, Type or Stamp Name of Notary

Title or Rank

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: _____

Sworn and subscribed before this _____ day of _____, 20____

NOTARY PUBLIC, State of _____, at Large

My Commission Expires: _____

CONE OF SILENCE AFFIDAVIT

STATE OF _____)
: SS
COUNTY OF _____)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

By: _____

Sworn and subscribed before me this

_____ day of _____ 20_____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

PART 2

SCOPE OF SERVICES

SCOPE OF SERVICES

Furnishing of design, labor, materials and equipment required to complete the installation, maintenance and removal of requested decorations and lighting as specified below.

- Design: Lighting and decoration proposal that offers a cohesive nautical/maritime décor theme related to Key West History throughout the Historic Seaport. Design theme(s) options may include:
 - Sea Turtles
 - Shrimp and shrimp boats
 - Sponges and old sponge carts
 - Steam ships, Schooners and square riggers
 - Sport fish and fishermen
 - Tropical fish, Manatees, crabs, all local sea creatures
 - Wrecking, wreckers and cargo
 - USS Main (who displayed the first electric Christmas Lights in Key West)
 - US Navy and Coast Guard
 - Tug boats to dinghies
 - Anchors, cannons, ships rigging, Navigation Buoys
- CITY will provide and pay for electric service.
- Location: Key West Historic Seaport, see attached Location Map
- Display Period: Two (2) days prior to Thanksgiving Day through first week of January.
 - Lit decorations shall remain on from dusk to dawn seven (7) days a week.
 - Installation period begins no earlier than fourteen (14) calendar days prior to display period.
 - Removal to occur within seven (7) calendar of end of display period.
 - If the display period changes the new dates will be supplied to the VENDOR no later than sixty (60) calendar days prior to lighting.
- **BASE PROPOSAL:** Minimum Coverage Areas and Features: VENDOR to provide nautical/maritime themed decorations and lighting.
 - Garland (6" green) and lights for all railings including ramps and stairs throughout the Seaport. (Lights to be C9, alternating red & warm white each strand)
 - Garland (8" Red) and lights for all railings including ramps and stairs for the Ferry Terminal. (Lights to be C9, alternating warm white & green each

strand

- Lights for 201 William Street porch overhangs (Lights to be C9, warm white). Excluding loading dock porch overhang
 - Garland and lights for all Seaport Decorative light poles (Lights to be C5, alternating red, green and warm white each strand)
 - Along Harbor Walk
 - Along D-Dock
 - Along Lazy Way Lane
 - Along Margaret Street (including 3 older decorative lights)
 - Within Elizabeth Street Plaza
 - Within Margaret Street Plaza
 - Within Margaret Street Parking Lot
 - At to 201 William Street adjacent to Sunset Watersports
 - Garland (6" white) and lights for Western Union Sign (Lights to be C5, blue)
 - Lighting for all coconut palm trees (10.0' of bark +), including fronds, within the Elizabeth Street Plaza
 - Lighting for all non-coconut palm trees (10.0' of bark +) within the Elizabeth Street Plaza
 - Lighting for all day markers within the Elizabeth Street Plaza
 - Lighting for all coconut palm trees (10.0' of bark +), including fronds, along Lazy Way Lane. Excluding palms directly adjacent to Lazy Way shops.
 - Lighting of entire gumbo limo tree on Lazy Way Lane adjacent to recording studio. Including meteor shower rain lights on branches (warm white). (blue trunk)
 - Lighting for all non-coconut palm trees (10.0' of bark +) along Lazy Way Lane.
 - Lighting for all coconut palm trees (10.0' of bark +), including fronds, along the Harborwalk
 - Lighting for all royal palm trees, including fronds, directly in front of the Waterfront Brewery (201 William St)
 - Lighting for all coconut palms tree, (10.0' of bark +), including fronds, along the access road, in planters, directly adjacent to main parking lot
 - Lighting for all palms trees, (10.0' of bark +), including fronds, within the Margaret Street parking lot.
 - Lighting of Turtle Cannery roof line, gable and eaves (Lights to be C9, alternating red, green and warm white each strand)
 - Hang, owner provided, buoy at each decorative light receiving garland
- **ADD/ALT #1:** Coverage Areas and Features: VENDOR to provide nautical/maritime themed decorations and lighting.
 - Lights/ decorations for the Dockmaster Building roof line, gable and eaves (Lights to be C9, alternating red, green and warm white each strand)

- **ADD/ALT #2:** Coverage Areas and Features: VENDOR to provide nautical/maritime themed decorations and lighting.
 - Lights/ decorations for the Pump House Building (Margaret Street Plaza) roof line, gable and eaves (Lights to be C9, alternating red, green and warm white each strand)
- **ADD/ALT #3:** Coverage Areas and Features: VENDOR to provide nautical/maritime themed decorations and lighting.
 - Lights/ decorations for the Recording Studio (Lazy Way Lane) roof line and animated wall decorations
- **ADD/ALT #4:** Coverage Areas and Features: VENDOR to provide nautical/maritime themed decorations and lighting.
 - Garland and lights for all decorative light poles within the Greene Street parking lot (Lights to be C5, alternating red, green and warm white each strand)
- **ADD/ALT #5:** Coverage Areas and Features: VENDOR to provide nautical/maritime themed decorations and lighting.
 - Garland and lights for all decorative light poles within the Ferry Terminal parking lot (Lights to be C5, alternating red, green and warm white each strand)
- **ADD/ALT #6:** Coverage Areas and Features: VENDOR to provide nautical/maritime themed decorations and lighting.
 - Wire frame, 4 piece, animated jumping dolphin display to be mounted on West side (North end) of 201 William Street. Display movement to be right to left.
- **ADD/ALT #7:** Coverage Areas and Features: VENDOR to provide nautical/maritime themed decorations and lighting.
 - Lighting for all coconut palm trees, including fronds, directly adjacent to Lazy Way Lane Shops
- **ADD/ALT #8:** Coverage Areas and Features: VENDOR to provide nautical/maritime themed decorations and lighting.

- Provide grand cascade LED light tubes in-lieu of string lighting at 201 William Street Brewery front and back porch overhangs (warm white).
- **ADD/ALT #9: Coverage Areas and Features:** VENDOR to provide nautical/maritime themed decorations and lighting.
 - Garland (8" Red) and lights for all railings including ramps and stairs for the Ferry Terminal Pier. (Lights to be C9, alternating warm white & green each strand)
- **Installation Notes:** Contractor to assure all connections are watertight. All drop cords are to be concealed or secured in an orderly manner. No drop cords to run over Harbor Walk deck or stairs. Wire ties are to be used on palm fronds. All wire tie ends to be clipped flush.
- **Maintenance:** VENDOR shall maintain the decorations/ lighting in good working order during the display period. All lights shall be continuously illuminated and fully functional from dusk until dawn. Then VENDOR shall remedy non-functioning lights and reinstall strands that have become dislodged, fall or have shifted. VENDOR shall be on-call for the duration of the display period for any repairs. Maintenance costs shall be included in your proposal. No additional charge will be incurred for services required to keep display working properly. Contractor must be on site within **24 hours** of service call.
- **Removal of Decorations/ Lights:** VENDOR responsible for removal of all decorations and lighting within seven (7) calendar days of end of display period. Contractor responsible for removal of all nails, screws, tacks, staples, wires, wire ties, etc. used during the installation from all surfaces *including trees and palms*.
- **Tree Trimming:** If tree/ palm trimming is required for optimal lighting installation, VENDOR to coordinate with Seaport staff prior to light installation.
- **Minimum Quality of Features to Include:**
 - Lighting (red, green, blue & warm white).
 - All connections to be watertight.
 - All UL-listed electrical components
 - Garlands to be produced with ultra-violet inhibitors
 - LED long life commercial grade bulbs with 2-pin connector
 - Three-pronged, grounded straight Edison plug with J cord lead
 - Sockets designed to drain and repel water
 - All insulation on the 18-gauge wire and sockets are produced with ultra-violet inhibitors

- Hot-rolled steel frames
 - Mig weld application to assure smooth clean weld surfaces
 - Chemical bath of frame before painting application
- Storage of Decorations/ Lights: VENDOR shall store all lit and unlit decorations and provide bulb maintenance during the contract period.
- Damage to Public or Private Property: Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, ect. On or around the job site. Damage to public and/or private property shall be the responsibility of the VENDOR and shall be repaired and/or replaced at no additional cost to the CITY.
- Ownership: All original work and services performed and items (other than commercial goods purchased or used and not adapted or designed specifically for the Seaport) supplied by the VENDOR, VENDOR's personnel and VENDORS agents for the Seaport, without limitation, is the sole and exclusive property of the CITY and shall be returned to the CITY at the expiration or termination of this agreement.
- Budget: The budget is adopted by the City Commission on an annual basis and is therefore subject to change year to year. Any or all the **ADD/ALT Proposals** may be accepted at the discretion of the Key West Bight Board and CRA during each year of the contract.
- Travel and Related Expenses: All costs including travel are to be included in your proposal. The CITY will not accept any additional costs.

PART 3

SUPPLEMENTAL INFORMATION



LOCATION MAP



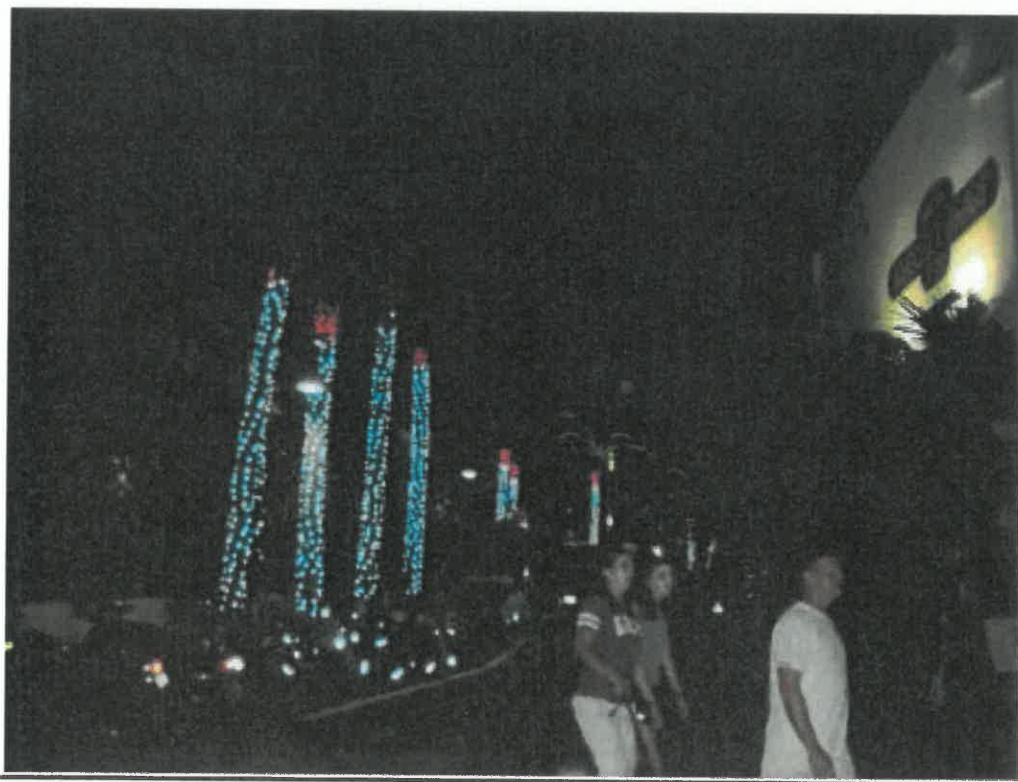
ELIZABETH STREET PLAZA



ELIZABETH STREET PLAZA



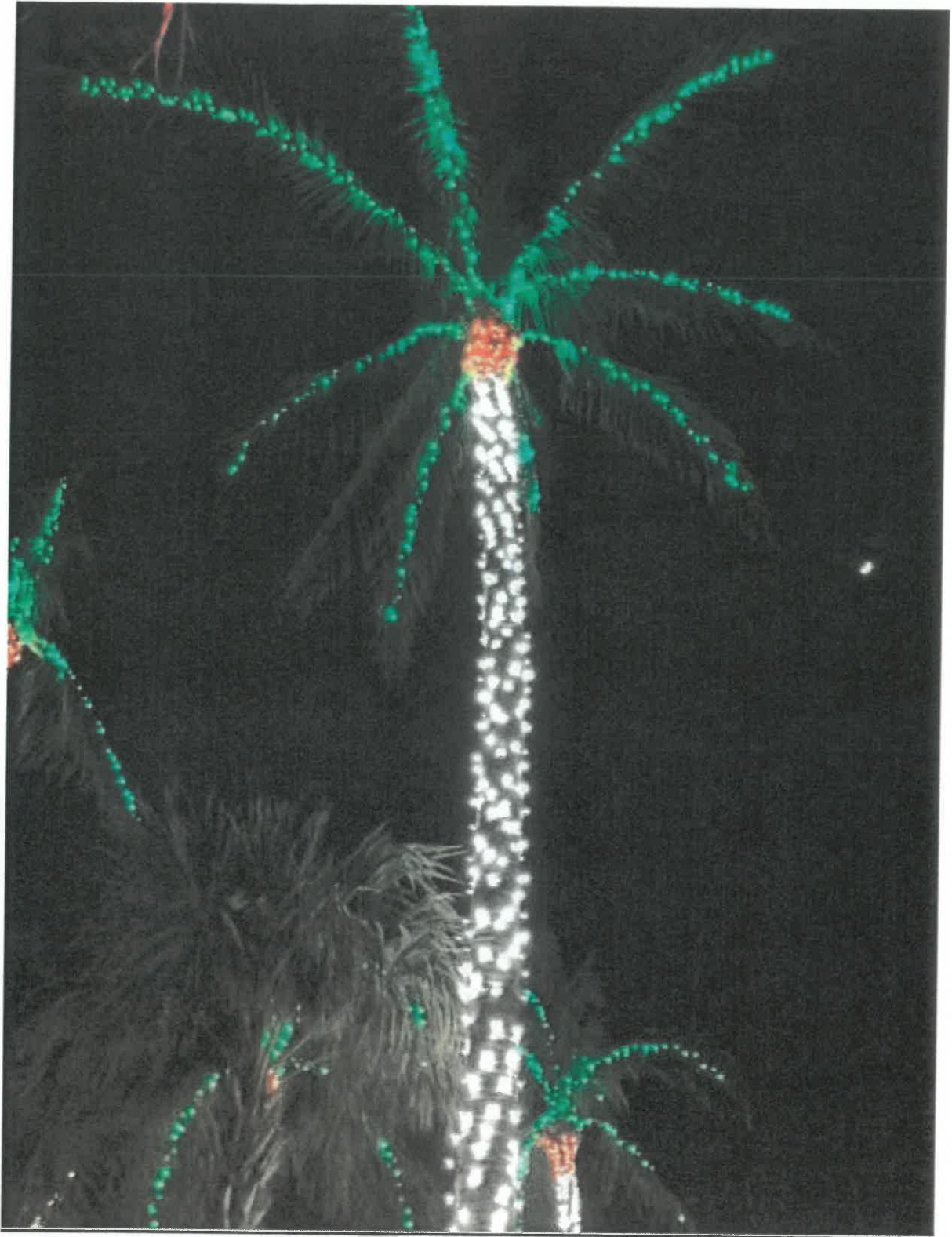
WATERFRONT BREWERY (201 WILLIAM ST)



LAZY WAY LANE



LAZY WAY LANE



DECORATED COCONUT PALM TREE



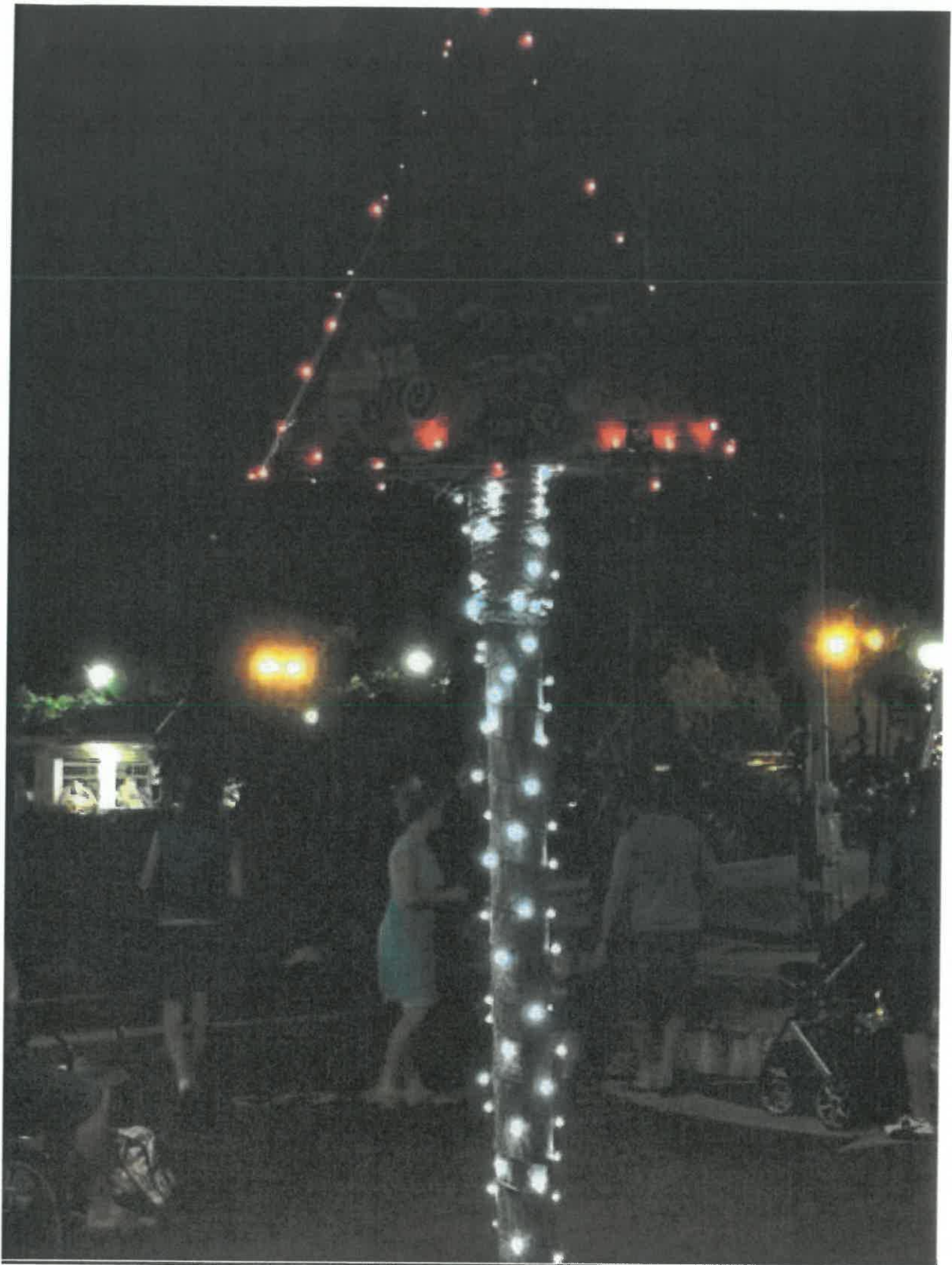
DECORATED PALM TREE



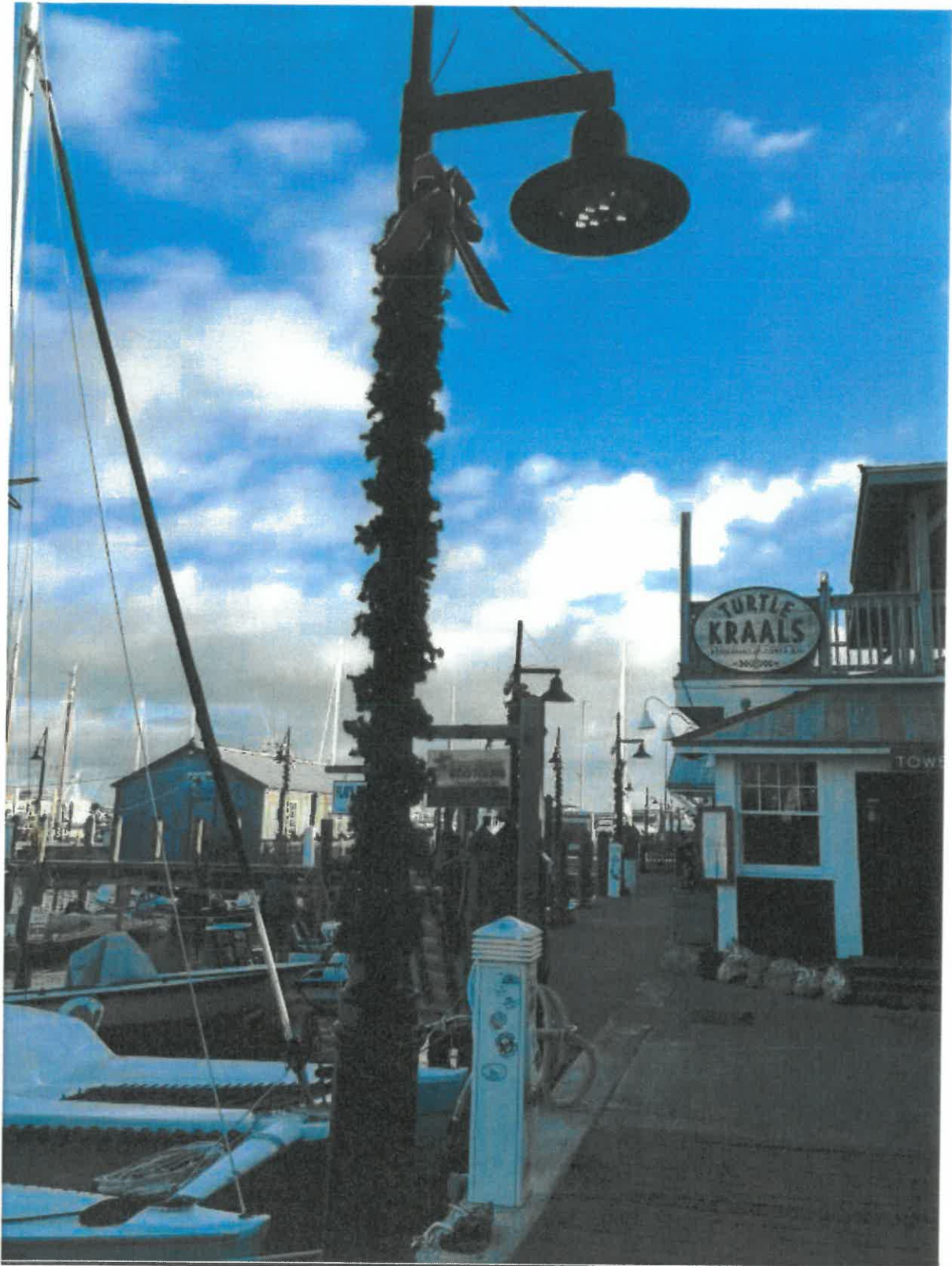
FERRY TERMINAL



HARBORWALK RAILS



DAY MARKER



DECORATIVE LIGHTS

RESOLUTION NO. 15-299

A RESOLUTION OF THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY (CRA) AWARDING THE BID OF HOLIDAY LIGHTSCAPES, INC. IN THE BASE PROPOSAL AMOUNT OF \$29,850.00 FOR ANNUAL HOLIDAY LIGHTING - KEY WEST HISTORIC SEAPORT, IN ACCORDANCE WITH THEIR RESPONSE TO REQUEST FOR PROPOSAL # 11-015; AUTHORIZING EXECUTION OF A CONTRACT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, two proposals were received on August 26, in response to RFP #11-015 for holiday lighting; and

WHEREAS, Seaport staff and one Key West Bight tenant ranked the proposals in accordance with the RFP; and

WHEREAS, at its meeting of September 9, 2015, the Key West Bight Management District Board considered the ranking and the two proposals submitted in response to RFP #11-015 and made a recommendation to the CRA to award the bid to Holiday Lightscapes, Inc.;

NOW, THEREFORE, BE IT RESOLVED BY THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

Section 1: That the proposal of Holiday Lightscares, Inc. for Holiday Lighting - Key West Historic Seaport, in a base proposal amount of \$29,850.00 is hereby accepted in accordance with the terms and conditions contained in Request for Proposal No. # 11-015 and response thereto.

Section 2: That the City Manager is authorized to enter into a contract in accordance with the proposal documents upon the advice and consent of the City Attorney.

Section 3: That funds for the base proposal amount are allocated in FY 15-16 budget for Seaport Promotional Expenses, account #405-7504-575-4800.

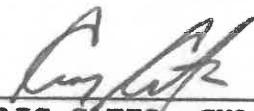
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Agency.

Passed and adopted by the Caroline Street Corridor and Bahama Village Community Redevelopment Agency at a meeting held this 7th day of October, 2015.

Authenticated by the presiding officer and Clerk of the Agency on October 8, 2015.

Filed with the Clerk October 8, 2015.

Chairman Craig Cates	<u>Yes</u>
Vice Chair Mark Rossi	<u>Yes</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Absent</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>


CRAIG CATES, CHAIRMAN

ATTEST:


CHERYL SMITH, CITY CLERK.