

# ***FIRST AMENDMENT***

***No. 12395***

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**THIS IS A FIRST AMENDMENT to the Service Contract No. 2032 dated**

\_\_\_\_\_, between:

**CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as “CITY”,

and

**THE CHRISTMAS PALACE, LLC**, a Florida limited liability company, having its office and place of business at 9820 NW 77<sup>th</sup> Ave, Hialeah Gardens, Florida 33016, hereinafter referred to as “CONTRACTOR.”

**WHEREAS**, the parties entered into Service Contract No. 2032 for holiday lighting and décor services on September 28, 2023, ("Original Contract"), and approved by City Resolution No. 2023-226; and

**WHEREAS**, the CITY and CONTRACTOR have mutually agreed to extend the Original Contract for one (1) additional one-year period, substitute Exhibit “A,” and to substitute Exhibit “B,” to the Original Contract.

## **WITNESSETH:**

**IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement No. 2032 effective September 28, 2023, approved and adopted by Resolution No. 2023-226, a copy of which is attached hereto and made a part hereof as Exhibit "1," shall remain in full force and effect except as specifically amended herein below.

3. The attached Exhibit "A," Scope of Services, is hereby substituted for, and in all references replaces, that Exhibit "A," Scope of Services which was attached to, referenced, and made a part of the Original Agreement.

4. The attached Exhibit "B," Insurance Requirements, is hereby substituted for, and in all references replaces, that Exhibit "B," Insurance Requirements, which was attached to, referenced, and made a part of the Original Agreement.

5. The parties hereto agree to extend the Original Agreement for one (1) additional one-year period, ending September 27, 2025.

6. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension and amendment had been originally included in the Agreement.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK

By: \_\_\_\_\_  
REX HARDIN, MAYOR

(SEAL)

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

**"CONTRACTOR"**

**The Christmas Palace, LLC  
a Florida Limited Liability Company**

**By: All Seasons Imports Inc.  
a Florida Corporation, its Manager**

Witnesses:

Daniela Rodriguez  
(Print or Type Name)

Shari Den  
(Print or Type Name)

By: James Knips, President

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 11 day of July, 2024, by James Knips as President of All Seasons Imports Inc., a Florida corporation on behalf of the company. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL



NOTARY PUBLIC, STATE OF FLORIDA

REBECA DELATORRE  
(Name of Acknowledger Typed, Printed or Stamped)

#H105172  
Commission Number



Exhibit A  
Scope of Services  
The Christmas Palace, LLC

**Introduction**

The City of Pompano Beach (“City”) put out a bid (T-12-23) to seek proposal from qualified companies to install, service, maintain and uninstall temporary holiday lighting services. The Christmas Palace, LLC (“Contractor”) was awarded the bid at the Sept 12, 2023 Commission meeting.

**Scope of Work**

Contractor shall provide the following installation services at multiple pre-specified locations throughout the City. A listing of items and locations are below.

Contractor shall complete installation schedule as follows:

- All holiday lights installed by October 31, 2024 for all locations.
- All décor pieces and holiday trees installed by November 16<sup>th</sup> 2024 for all locations.
- All lights and décor to be lit on November 20, 2024.
- Two (2) holiday trees to be lit and respective holiday events Light up MLK and Untapped.
- Contractor shall remove all holiday lights, décor and trees by January 7, 2025.

**Compensation**

The City will pay a fifty percent (50%) deposit at the time of contract has been executed and a purchase order has been created. Upon completion of installation, a secondary payment of thirty percent (30%) will be paid to the Contractor. Upon completion removal of all holiday ornaments, lights and trees, a final payment of twenty percent (20%) will be paid to the Contractor.

**Maintenance**

All temporary holiday lighting and decorations shall be serviced throughout the scheduled time frame after installation has occurred. Any issues with any rented equipment shall be responded to within a twenty-four (24) hour period of notification to Contractor.

**Line-Item Cost**

Estimates #2210, #2202, & 2209 attached

Estimate #2210 – \$14,300.00

Estimate #2202 – \$103,817.25

Estimate #2209 – \$35,222.50

**\$153,339.75**

Christmas Palace  
9820 NW 77th Ave  
Hialeah Gardens, FL 33016  
(305) 558-5352  
nickc@thechristmaspalace.com

Estimate # 2210



ADDRESS POMPANO BEACH Parks/ Recs. Civic Center 1201 NE 5th Ave Pompano Beach, FL 33060	DATE 04/22/2024	TOTAL \$14,300.00	

ACTIVITY	QTY	RATE	AMOUNT
<b>OUTDOOR CHRISTMAS TREE</b> 24 Foot Holiday Tree fully decorated with warm white LED Lighting, a custom ornament package and a 3 foot Star topper Location: Atlantic & Dixie	1	8,250.00	8,250.00
<b>Sit in Photo Opportunity</b> Custom sit in bench to be branded with the City of Pompano beach's Logo for an amazing photo opportunity. The present bench will be placed next to the Holiday Tree. Location: Atlantic & Dixie	1	3,450.00	3,450.00
<b>6 Foot Stainless Menorah</b> 6 Foot Stainless Menorah to be placed near the Christmas Tree Location: Atlantic & Dixie	1	2,600.00	2,600.00
<b>packages:MAINTENANCE</b> 24/7 Customer Service and 24 hour turn around on all repairs Weekly routine checks to ensure all lights are in working order are included. Customer is responsible for providing 115 VAC power outlets within 25 feet of lighting area and or lighted decor Reasonable hardware and power cords up to 25 feet in length are included The Christmas Palace is not responsible for outages due to ground fault interrupters ( GFI) or insufficient electrical requirements	1	0.00	0.00

TOTAL \$14,300.00

THANK YOU.



Christmas Palace  
9820 NW 77th Ave  
Hialeah Gardens, FL 33016  
(305) 558-5352  
nickc@thechristmaspalace.com

Estimate # 2202



ADDRESS	DATE	TOTAL	
POMPANO BEACH PUBLIC WORKS DEPT 1201 NE 5th Ave Pompano Beach, FL 33060	04/04/2024	\$103,817.25	

ACTIVITY	QTY	RATE	AMOUNT
<b>Pole Decor- Lush Garland</b> Install 9 Feet of Fully decorated Garland with Warm white LED lighting per pole for great day and nighttime viewing. Each Pole will Include 2 Bows LOCATION 1- Old Town	49	195.00	9,555.00
<b>LIGHTING:TREE WRAPPING</b> Wrap the trunks and branches of the 6 Oak Trees in the old town civic plaza with (6) LED Lights. Each Tree will have a dusk to dawn timer LOCATION 1- Old Town	6	136.50	819.00
<b>LIGHTING:PALM TREE WRAPPING</b> Wrapping of 12 Sylvester palms in commercial grade warm white LED lighting. Wrap each Palm with 14 sets per tree for a total of 168 Sets LOCATION: A1A & POMPANO BEACH BVD	12	318.50	3,822.00
<b>LIGHTING:PALM TREE WRAPPING</b> Wrapping of 5 Coco Palms in commercial grade warm white LED lighting. Wrap each palm with 7 sets per tree for a total of 35 sets. Wrap Each palm with 2 sets of Red Per Tree for a Total of 10 sets LOCATION: Great Lawn South	5	204.75	1,023.75
<b>LIGHTING:PALM TREE WRAPPING</b> Wrapping of 6 Coco palms in commercial grade warm white LED Lighting. Wrap each palm with 7 sets per tree for a total of 42 sets. Wrap each Palm with 2 sets of red for a total of 12 sets LOCATION: Great Lawn North	6	204.75	1,228.50
<b>LIGHTING:PALM TREE WRAPPING</b> Wrapping of 8 Bismarck palms in commercial Grade warm white LED lighting Wrap each palm with 9 sets, for a total of 72 sets. Wrap Each Palm with 5 Blue LED sets for a total of 40 sets. LOCATION: Great Lawn	8	318.50	2,548.00

ACTIVITY	QTY	RATE	AMOUNT
<b>LIGHTING:PALM TREE WRAPPING</b> Wrapping of 29 Coco Palms in commercial Grade warm white LED Lighting, Wrap each palm with 7 sets, for a total of 196 sets. Wrap each Palm with 2 sets of LED Lights in alternating Red & Green tops . LOCATION: Great Lawn	29	204.75	5,937.75
<b>LIGHTING:PALM TREE WRAPPING</b> Wrapping of 52 Coco Palms in commercial Grade warm white LED Lighting. Wrap each palm with 6 Sets per tree for a total of 312 Sets. Wrap each palm with 1 set alternating Red & Green Tops. LOCATION: Pompano Beach Pavilion	52	159.25	8,281.00
<b>LIGHTING:PALM TREE WRAPPING</b> Wrapping of 4 Coco Palms in commercial Grade warm white LED Lighting. Wrap each palm with 5 Sets per tree for a total of 20 sets. Wrap each palm with alternating Red & Green tops. LOCATION: Pompano Beach Pavilion	4	159.25	637.00
<b>LIGHTING:PALM TREE WRAPPING</b> Wrapping of 7 Bismarck Palms in commercial Grade Aqua LED Lighting. Wrap Each palm with 7 sets per tree for a total of 49 sets. LOCATION: Harbor Village	7	159.25	1,114.75
<b>LIGHTING:PALM TREE WRAPPING</b> Wrapping of 4 Sylvester Palms in commercial Grade Warm white LED Lighting. Wrap each palm with 10 sets per tree for a total of 40 sets. LOCATION: Harbor Village	4	227.50	910.00
<b>LIGHTING:PALM TREE WRAPPING</b> Wrapping of 3 Medjool Date palms in commercial Grade warm white LED Lighting. Wrap each palm with 12 sets per tree for a total of 36 Sets LOCATION: Harbor Village	3	273.00	819.00
<b>LIGHTING:PALM TREE WRAPPING</b> Wrapping of 6 Bismarck Palms in Commercial Grade Aqua LED Lighting. Wrap Each palm with 7 sets per tree for a total of 42 sets. LOCATION: Harbor Village	6	159.25	955.50
<b>LIGHTING:PALM TREE WRAPPING</b> Wrapping of 12 coconut palms in Commercial Grade warm white LED Lighting. Wrap each palm with 5 Sets each for a total of 60 Sets. Wrap Each palm with alternating Red & Green Tops. LOCATION: Briny Ave	12	159.25	1,911.00
<b>C7 12" Spacing White Cord w/WW LED</b> Outline the Main Pompano Beach fishing pier sign in 360 Ft of commercial Grade warm white LED C7 12 Inch Spacing. LOCATION: Pompano Beach Fishing Pier	1	1,365.00	1,365.00

ACTIVITY	QTY	RATE	AMOUNT
<b>LIGHTING:PALM TREE WRAPPING</b> Wrapping of 24 Washington Palms In commercial Grade warm white LED Lighting. Wrap each palm with 12 sets for a total of 288 Sets. Wrap each palm with alternating Red & Green Tops. LOCATION: City Hall	24	318.50	7,644.00
<b>C7 12" Spacing White Cord w/WW LED</b> Outline the Lyons park Monument sign with 140 feet of commercial Grade C7 12 Inch spacing Warm white, White Wire LED Lighting LOCATION: Lyons Park	1	455.00	455.00
<b>LIGHTING:Icon Reindeer</b> 6 Foot Reindeer to be placed one on each side of the Lyons park monument sign. LOCATION: Lyons Park	2	1,450.00	2,900.00
<b>LIGHTING:Scattered WW LED Lighting</b> Scatter 20 sets of warm white LED lighting throughout the hedges below the Lyons Park monument sign LOCATION: Lyons Park	1	380.00	380.00
<b>Sign Enhancer Lush Garland</b> Install a Lush 18 Foot Garland to be placed on the Lyons Park monument sign. Garland to be decorated in a COTH Theme. LOCATION: Lyons Park	1	550.00	550.00
<b>LIGHTING:PALM TREE WRAPPING</b> Wrapping of 2 Royal palms in commercial Grade warm white LED Lighting. Wrap each palm with 10 sets of Warm white Lights for a total of 20 Sets. Add 2 sets of red Per palm on the husk. Install 10 Palm fronds per tree for a total of 20 palm Fronds	2	500.50	1,001.00
<b>LIGHTING:Photo Opportunity Present Walk Thru</b> Custom Photo Opportunity with The city of Pompano Logo for a great family opportunity to be placed on various locations of the beach LOCATION: Beach Side	3	1,650.00	4,950.00
<b>Lease Item:Sit in Carriage</b> Enjoy a moment of royalty while sitting in our gold majestic carriage.  H 14.63ft x W 16.73ft x W 10.17ft LOCATION: Beach Side	1	15,700.00	15,700.00
<b>Sign Enhancers:Custom Snowflake Sign Enhancers</b> Shimmering Snowflake Enhancers To be Installed on Palms behind the Carriage on the great lawn ( snowflakes will be installed at different heights) LOCATION: Beach Side & Great Lawn	15	275.00	4,125.00
			Subtotal: 78,632.25



ACTIVITY	QTY	RATE	AMOUNT
<b>Lush 9' Garland W/LED Lighting</b> Lush Garland with a Color scheme to match the existing holiday program to be installed on the McNab House outer fences LOCATION: McNab House	33		0.00
<b>Lease Item:Red &amp; Gold Structural Bow</b> 18 Inch Red and Gold Bows to be placed and installed on each swag of the garland on the outer fences LOCATION: McNab House	34		0.00
<b>Lush 9' Garland W/LED Lighting</b> Lush Garland with a Color scheme to match the existing holiday program to be installed on the McNab House 3 per Columns LOCATION: McNab House	15		0.00
<b>Lease Item:Red &amp; Gold Structural Bow</b> 18 Inch Red and Gold to be placed on the top of the Columns 1 per Column LOCATION: McNab House	5		0.00
<b>Outdoor Greenery:48 Inch Commercial Wreath</b> 48 Inch Lush Green Wreath Lit with commercial grade warm white lights and decorated with a color scheme to match garlands LOCATION: McNab House	1		0.00
<b>RGB SPOT LIGHTS</b> 25 RGB Spot Lights to be installed around the McNab house which will be set to wash the walls in Red and Green LOCATION: McNab House	25		0.00
<b>C7 12" Spacing White Cord W/Warm White Led Bulbs</b> Install warm white C7 LED Lighting around the perimeter of the Main Home and garage. Install a total of 360 FT LOCATION: McNab House	360		0.00
<b>POLE WRAP GARLAND</b> Install 18 Feet of Lush Garland per light post with colors to match the Cities Holiday Program. LOCATION: Backyard BBQ	4		0.00
<b>LIGHTING:Warm White G50</b> Scatter Warm white G50 LED Lighting in the 4 small oaks in the center of the Backyard BBQ Plaza LOCATION: Backyard BBQ	4		0.00
<b>Custom Decor</b> Install 30 RGB Spheres in the main Canopy of the tree, Install all wiring so it is not seen from the Main Street or from restaurant patrons LOCATION: Backyard BBQ	30		0.00

ACTIVITY	QTY	RATE	AMOUNT
<b>LIGHTING:PALM TREE WRAPPING</b> Wrapping of 6 Skinny Palms in commercial Grade warm white LED Lighting, Wrap each palm up to the husk. Add 1 set of Red Lights on the husks of each tree LOCATION: Backyard BBQ	6	0.00	0.00
<b>RGB SPOT LIGHTS</b> Install RGB Red and Green spot lights in the canopy of the canopy of the main tree. LOCATION: Backyard BBQ	10	0.00	0.00
<b>CHRISTMAS PALACE PACKAGE INSTALL</b> Complete Package McNab And Backyard BBQ	1	25,185.00	25,185.00
			Subtotal: 25,185.00
<b>packages:MAINTENANCE</b> 24/7 Customer Service and 24 hour turn around on all repairs Weekly routine checks to ensure all lights are in working order are included. Customer is responsible for providing 115 VAC power outlets within 25 feet of lighting area and or lighted decor Reasonable hardware and power cords up to 25 feet in length are included The Christmas Palace is not responsible for outages due to ground fault interrupters ( GFI) or insufficient electrical requirements	1	0.00	0.00

TOTAL	\$103,817.25
	THANK YOU.

Accepted By

Accepted Date

Christmas Palace  
9820 NW 77th Ave  
Hialeah Gardens, FL 33016  
(305) 558-5352  
nickc@thechristmaspalace.com

Estimate # 2209



ADDRESS POMPANO BEACH CULTURAL CENTER 1201 NE 5th Ave Pompano Beach, FL 33060	DATE 04/22/2024	TOTAL \$35,222.50	

ACTIVITY	QTY	RATE	AMOUNT
<b>C7 12" Spacing White Cord W/Warm White Led Bulbs</b> Outline the Ali Cultural Center in Commercial Grade warm white LED lighting. 600 feet of C7 White wire will be used LOCATION: Ali Cultural	1	1,920.00	1,920.00
<b>Sign Enhancer Lush Garland</b> Lush 9' Decorated garland to match the city wide theme, to be installed above the front door of the Center. Garland will be fully lit and decorated with Outdoor UV Ornaments LOCATION: Ali Cultural	1	125.00	125.00
<b>LIGHTING:60' LED lit Wreath</b> 60" Fully decorated wreath to match the city wide holiday decor theme. Wreath will be fully lit with commercial Grade warm white LED lighting and UV Ornaments. An 18 Inch red bow will top off the wreath LOCATION: Ali Cultural	1	250.00	250.00
<b>LIGHTING:PALM TREE WRAPPING</b> Wrapping of 15 Palms in commercial Grade warm white LED Lighting. Each palm will consist of 10 sets of lights per palm, for a total of 150 Sets. Location: Pompano Beach Cultural	15	225.00	3,375.00
<b>Pole Decor- Lush Garland</b> Lush Garland Decorated with a color scheme to match exterior decor Location: Pompano Beach Cultural	6	195.00	1,170.00
<b>OUTDOOR CHRISTMAS TREE</b> 24 Foot Holiday Tree fully decorated with warm white LED Lighting, a custom ornament package and a 3 foot Star topper Location: Annie Gillis Park	1	8,250.00	8,250.00

ACTIVITY	QTY	RATE	AMOUNT
<b>LIGHTING:PALM TREE WRAPPING</b> Wrapping of 10 Scattered Palms in commercial Grade Warm white LED lighting, each palm will consist of 7 Sets of Lights for a total of 70 sets. Power will need to be run aerial in this location. Location: Annie Gillis Park	10	159.25	1,592.50
<b>Sit in Photo Opportunity</b> Custom sit in bench to be branded with the City of Pompano beach's Logo for an amazing photo opportunity. The present bench will be placed next to the Holiday Tree. Location: Annie Gillis Park	1	3,450.00	3,450.00
<b>Pole Decor- Lush Garland</b> Lush Garland Decorated with a color scheme to match City wide exterior decor. 18 Feet of Garland to be Placed on Each Pole Location: MLK BLVD	12	195.00	2,340.00
<b>Pole Decor- Lush Garland</b> Lush Garland Decorated with a color scheme to match City wide exterior decor. 18 Feet of Garland to be Placed on Each Pole Location: N 6th Ave & Atlantic	10	195.00	1,950.00
<b>Custom Decor</b> Interactive Walk Thru Ornament with glittering lights and 3D hanging ornaments. All lights twinkle and shine with interior reflective vinyl. H 14.43ft x W 15.74ft x D 14.60ft Location: Old Town	1	6,500.00	6,500.00
<b>Lease Item:Icon Present Bundle</b> Oversized Red, Green & Blue presents. Sure to be a hit for any photo opportunity. Each present bundle will be placed on each side of the interactive walk thru ornament Location: Old Town	2	2,150.00	4,300.00
<b>packages:MAINTENANCE</b> 24/7 Customer Service and 24 hour turn around on all repairs Weekly routine checks to ensure all lights are in working order are included. Customer is responsible for providing 115 VAC power outlets within 25 feet of lighting area and or lighted decor Reasonable hardware and power cords up to 25 feet in length are included The Christmas Palace is not responsible for outages due to ground fault interrupters ( GFI) or insufficient electrical requirements	1	0.00	0.00

TOTAL

**\$35,222.50**

THANK YOU.

Estimate #2210 -- \$14,300.00  
Estimate #2202 -- \$103,817.25  
Estimate #2209 -- \$35,222.50  
**\$153,339.75**



## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance****Limits of Liability****GENERAL LIABILITY:**

Minimum 1,000,000 Per Occurrence and  
\$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent CONTRACTORS	personal injury
XX	personal injury	

—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
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—	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate
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**AUTOMOBILE LIABILITY:**

<input checked="" type="checkbox"/>	Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
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XX	comprehensive form	<input type="checkbox"/>	Minimum \$10,000/\$20,000/\$10,000
XX	owned		(Florida's Minimum Coverage)
XX	hired		
XX	non-owned		

**REAL & PERSONAL PROPERTY**

—	comprehensive form	Agent must show proof they have this coverage.
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**EXCESS LIABILITY**

Per Occurrence    Aggregate

XX	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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**PROFESSIONAL LIABILITY**

Per Occurrence    Aggregate

—	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

Insurance Placeholder  
The Christmas Palace, LLC  
Contract ID #12395

Pending Vendor's submission of insurance, and Risk Management's review and approval of said insurance.

PLACEHOLDER

**RESOLUTION NO. 2023- 226****CITY OF POMPANO BEACH  
Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND THE CHRISTMAS PALACE, LLC, PROVIDING FOR HOLIDAY LIGHTING AND DECOR SERVICES; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Contract between the City of Pompano Beach and The Christmas Palace, LLC, providing for holiday lighting and decor services, a copy of which Contract is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Contract between the City of Pompano Beach and The Christmas Palace, LLC.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 26th day of September, 2023.

DocuSigned by:

*Rex Hardin*

502CB780EB3F480...

**REX HARDIN, MAYOR****ATTEST:**

DocuSigned by:

*Kervin Alfred*

D1C913A8ED334CA...

**KERVIN ALFRED, CITY CLERK**

DocuSigned by:



/jrm  
9/19/23  
l:reso/2023-236



# SERVICE CONTRACT

No. 2032

**THIS AGREEMENT** is made and entered into on September 28, 2023, by the City of Pompano Beach ("City") and The Christmas Palace, LLC, a Florida Limited Liability Company ("Contractor").

**WHEREAS**, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

**WHEREAS**, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the Scope of Work set forth in Exhibit "A" (the "Work"), the Insurance Requirements set forth in Exhibit "B", and the Contractor's Response and Solicitation set forth in Exhibit "C", all of which are attached hereto and made a part hereof; and all written change orders and modifications issued after execution of this Agreement. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, resolution shall be attained by giving precedence in the following order: (i) this Agreement, (ii) Exhibit "A", and (iii) Exhibit "C".

2. *Purpose.* City contracts with Contractor to provide holiday lighting and décor services upon the terms and conditions set forth herein.

3. *Scope of Work.* Contractor shall provide the Scope Services set forth in Exhibit "A" and insurance set forth in Exhibit "B" both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor's heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor's part.

4. *Term of Contract.* This Contract shall be for a term of up to one (1) year beginning with the date this Contract is fully executed by both parties.

5. *Renewal.* In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional four (4) one (1) year terms.

6. *Maximum Obligation.* City agrees to pay Contractor for performing the Work and providing the required insurance.

7. *Price Formula, Payment and Invoices.*

A. *Price Formula.* City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

**Services not to exceed one hundred thirteen thousand nine hundred seventy-three dollars and 50/100 cents (\$113,973.50). Payments shall be based as described within Exhibit "A".**

B. *Payment.* All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in § 218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

C. *Invoices.* Contractor shall submit invoices to City per Exhibit A.

8. *Disputes.* Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Kate Belcher and the Contractor's Contract Administrator shall be provided by Contractor upon commencement of services (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

**If to Contractor:** James Knips  
9820 NW 77th Avenue  
Hialeah Gardens, FL 33016  
Office: 954-673-9569  
Email: santa@thechristmaspalace.com

**If to City:** Kate Belcher, Contract Administrator  
100 West Atlantic Blvd  
Pompano Beach, FL 33060  
Office: 954-786-4575  
Email: Kate.Belcher@copbfl.com

**With a copy to:** Antonio Pucci, Contract Manager  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060  
Phone: 954-786-5574  
Email: antonio.pucci@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. *Termination.*

A. *Termination for Breach or Default.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 9 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this contract with written notice to Contractor.

B. *Termination for Convenience.* City retains the right to terminate this Agreement for convenience upon ten (10) business days written notice to Contractor in accordance with Article 9 herein. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities. City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

13. *Insurance.* Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Contractor's performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.



B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. *Performance Under Law.* The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B *Conflict of Interest.* During the time period this Agreement is in effect, Contractor, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Contractor's employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not 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 in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Paragraph 11, Termination.

20. *Independent Contractor.* The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Contractor cooperation.* The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

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

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

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

### **CITY CLERK**

**100 W. Atlantic Blvd., Suite 253**

**Pompano Beach, Florida 33060**

**(954) 786-4611**

**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

23. *Governing Law.* Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. *Entire Agreement.* 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. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

34. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

36. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

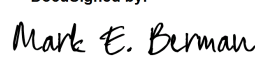
**CITY OF POMPANO BEACH**

DocuSigned by:  
  
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KERVIN ALFRED, CITY CLERK

DocuSigned by:  
  
By: 502CB780EB3F480...  
REX HARDIN, MAYOR

DocuSigned by:  
  
By: 7052A67F15A44C8...  
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:  
  
343B0B2C81D9424...  
MARK E. BERMAN, CITY ATTORNEY


DocuSigned by:  

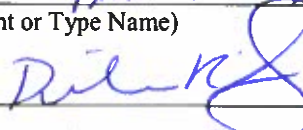

**"CONTRACTOR"**


**The Christmas Palace, LLC**  
**a Florida Limited Liability Company**

**By: All Seasons Imports Inc.**  
**a Florida Corporation, its Manager**

Witnesses:

  
 \_\_\_\_\_  
 BRANDON KNIPS  
 (Print or Type Name)

  
 \_\_\_\_\_  
 Daniela Rodriguez  
 (Print or Type Name)


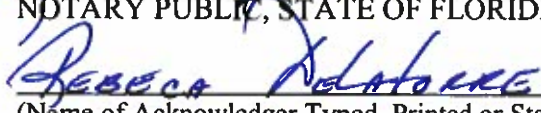
By:   
 \_\_\_\_\_  
 James Knips, President

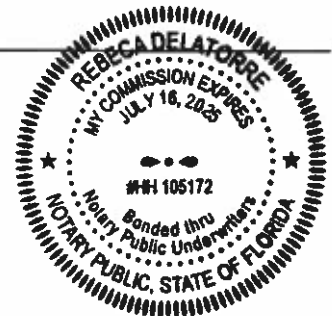
STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20th day of September, 2023, by James Knips as President of All Seasons Imports Inc., a Florida corporation on behalf of the company. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

  
 \_\_\_\_\_  
 NOTARY PUBLIC, STATE OF FLORIDA  
  
 \_\_\_\_\_  
 (Name of Acknowledger Typed, Printed or Stamped)  
HH105172  
 \_\_\_\_\_  
 Commission Number



## Exhibit A - Scope of Work

**Introduction**

The City of Pompano Beach put out a bid (T-12-23) to seek proposal from qualified companies to install, service, maintain and uninstall temporary holiday lighting services. The Christmas Palace, LLC (Contractor) was awarded the bid at the Sept 12, 2023 Commission meeting.

**Scope of Work**

Contractor shall provide the following installation services at multiple pre-specified locations throughout the City of Pompano Beach. A listing of items and locations are below.

Contractor shall complete installation of all holiday lighting by Friday, November 17, 2023. Contractor shall remove all holiday large ornaments and trees by January 4, 2023. The removal of all holiday string lighting shall be uninstalled and removed by February 2, 2023.

**Compensation**

The City of Pompano Beach will pay a fifty percent (50%) deposit at the time of contract has been executed and a purchase order has been created. Upon completion of installation, a secondary payment of thirty (30%) will be paid to the Contractor. Upon completion removal of all holiday ornaments, lights and trees, a final payment of twenty (20%) will be paid to the Contractor.

**Maintenance**

All temporary holiday lighting and decorations shall be serviced throughout the scheduled time frame after installation has occurred. Any issues with any rented equipment shall be responded to within a 24-hour period of notification to Contractor.

**Line Item Cost**



Exhibit A - Scope of Work

The Christmas Palace  
9820 NW 77th Ave.  
Hialeah Gardens, FL  
33016



Estimate

ADDRESS

The City of Pompano Beach  
RFP T-12-23  
Holiday Lights

ESTIMATE # 2091  
DATE 09/13/2023

ACTIVITY	QTY	RATE	AMOUNT
<b>Custom Decor</b> Install 10 Feet of Tinsel Garland with Warm white LED lighting per pole for great day and nighttime viewing. Each Pole will Include 2 Bows LOCATION - OLD TOWN	49	98.50	4,826.50
<b>LIGHTING:704RY Warm White</b> Wrap the trunks and branches of the 6 Oak Trees in the old town civic plaza with (6) LED Lights. Each Tree will have a dusk to dawn timer LOCATION 1- Old Town	36	22.75	819.00
			Subtotal: 5,645.50
<b>OUTDOOR CHRISTMAS TREE</b> 24 Foot Holiday Tree fully decorated. Red and white LED lighting, 3 Foot Star Topper UPGRADED to 30 Foot at no additional cost LOCATION : Grand Lawn	1	8,250.00	8,250.00
<b>Sit in Present Bench</b> Custom Sit in bench to be branded with the city of Pompano Beach logo for an amazing photo opportunity. Present bench will be placed next to the Holiday Tree Location: Grand Lawn	1	3,450.00	3,450.00
<b>6 Foot Stainless Menorah</b> 6 Foot Stainless Menorah LOCATION: GRAND LAWN	1	2,600.00	2,600.00
			Subtotal: 14,300.00
<b>LIGHTING:C7 Lighting</b> Warm white C7 LED Lighting, white Wire LOCATION: Ali Cultural	600	3.20	1,920.00
<b>OUTDOOR GREENERY</b>	1	125.00	125.00

Exhibit A - Scope of Work			
ACTIVITY	QTY	RATE	AMOUNT
9X14" Decorated Garland In a color scheme chosen by city LOCATION: Ali Cultural			
<b>OUTDOOR GREENERY</b>	1	250.00	250.00
60" Fully decorated wreath with 18" Red Bow in a color scheme chosen by the Client LOCATION: Ali Cultural			
			Subtotal: 2,295.00
<b>LIGHTING:704RY Warm White</b>	15	225.00	3,375.00
Wrapping 15 Palm Trees in Commercial Grade LED Lighting/ Pink and warm white LOCATION: Pompano Beach Cultural			
<b>OUTDOOR GREENERY</b>	6	195.00	1,170.00
Outdoor Garland Fully decorated in a color scheme chosen by Client LOCATION: Pompano Beach Cultural			
			Subtotal: 4,545.00
<b>OUTDOOR CHRISTMAS TREE</b>	1	8,250.00	8,250.00
24 Foot Holiday Tree fully decorated. Red and white LED lighting, 3 Foot Star Topper			
UPGRADED to 30 Foot at no additional cost			
LOCATION Annie Gillis Park			
<b>LIGHTING:Led 704 cc ww</b>	42	22.75	955.50
Install 42 sets of LED Lights Color to be chosen by Client LOCATION Annie Gillis Park			
<b>Sit in Present Bench</b>	1	3,450.00	3,450.00
Custom Sit in bench to be branded with the city of Pompano Beach logo for an amazing photo opportunity. Present bench will be placed next to the Holiday Tree LOCATION Annie Gillis Park			
			Subtotal: 12,655.50
<b>OUTDOOR GREENERY</b>	9	195.00	1,755.00
Outdoor Garland Fully Decorated in a color scheme chosen by the City LOCATION: MLK BLVD			
<b>Custom Decor</b>	9	75.00	675.00
Custom Banner Holiday LOCATION: MLK BLVD			
			Subtotal: 2,430.00
<b>OUTDOOR GREENERY</b>	10	195.00	1,950.00
Outdoor Fully Decorated Garland in a color scheme chosen by the client LOCATION: N 6th Ave and Atlantic			
			Subtotal: 1,950.00
<b>LIGHTING:704RY Warm White</b>	168	22.75	3,822.00
Wrapping 12 sylvester palms 14 sets per tree LOCATION: A1A and Pompano Beach			

Exhibit A - Scope of Work			
ACTIVITY	QTY	RATE	AMOUNT
			Subtotal: 3,822.00
<b>LIGHTING:704RY Warm White</b> wrap 5 coco palms 7 Sets per tree Warm white LED Lighting LOCATION: GREAT LAWN SOUTH	35	22.75	796.25
<b>LIGHTING:704RY RED</b> Wrap 5 Coco palms 2 Sets Per palm Top LOCATION: GREAT LAWN SOUTH	10	22.75	227.50
			Subtotal: 1,023.75
<b>LIGHTING:704RY Warm White</b> Wrap 6 coco palms with 7 sets per tree warm white LED Lighting LOCATION: GREAT LAWN NORTH	42	22.75	955.50
<b>LIGHTING:704RY RED</b> Wrap 6 coco palms 2 sets per Palm Top LOCATION: GREAT LAWN NORTH	12	22.75	273.00
			Subtotal: 1,228.50
<b>LIGHTING:704RY Warm White</b> Wrap 8 Bismarck Palms in warm white 9 sets per tree LOCATION: GREAT LAWN	72	22.75	1,638.00
<b>704 BLUE</b> wrap 8 Bismarck with blue 5 Per Tree LOCATION: GREAT LAWN	40	22.75	910.00
<b>Custom Decor</b> Interactive Walk Thru Ornament with glittering lights and 3D hanging ornaments. All lights twinkle and shine with interior reflective vinyl. H 14.43ft x W 15.74ft x D 14.60ft  LOCATION: OLD TOWN	1	6,500.00	6,500.00
			Subtotal: 9,048.00
<b>LIGHTING:704RY Warm White</b> 28 Coco Palms 7 Sets per tree Warm white LED Lighting LOCATION: GREAT LAWN	196	22.75	4,459.00
<b>LIGHTING:704RY RED</b> 29 coco palms 2 Sets per tree Red/Green LED Lighting LOCATION: GREAT LAWN	58	22.75	1,319.50
			Subtotal: 5,778.50
<b>LIGHTING:704RY Warm White</b> 52 Coco Palms 6 sets per tree Warm white LED Lighting Location: Pompano Beach pavilion	312	22.75	7,098.00
<b>LIGHTING:704RY RED</b> 52 coco palms 1 set per tree RED/GREEN LED Lighting Location: Pompano Beach pavilion	52	22.75	1,183.00
			Subtotal: 8,281.00
<b>LIGHTING:704RY Warm White</b>	20	22.75	455.00

## Exhibit A - Scope of Work

ACTIVITY	QTY	RATE	AMOUNT
4 COCO PALMS Trees 5 sets warm white LED Lighting Location: Pompano Beach pavilion			
<b>LIGHTING:704RY RED</b>	8	22.75	182.00
4 COCO PALMS 2 sets per tree RED/GREEN LED Lighting Location: Pompano Beach pavilion			
			Subtotal: 637.00
<b>704 BLUE</b>	49	22.75	1,114.75
7 Bismark Palms Wrapped in commercial Gaade 7 Sets aqua LED Lighting LOCATION: Harbor Village			
			Subtotal: 1,114.75
<b>LIGHTING:704RY Warm White</b>	40	22.75	910.00
4 Sylvester Palms with 10 sets each LED Lighting LOCATION: Harbor Village			
			Subtotal: 910.00
<b>LIGHTING:704RY Warm White</b>	36	22.75	819.00
3 Medjool Palms with 12 sets each LED Lighting LOCATION: Harbor Village			
			Subtotal: 819.00
<b>704 BLUE</b>	42	22.75	955.50
6 Bismarck Palms AQUA lights 7 Each LED Lighting LOCATION: Harbor Village			
			Subtotal: 955.50
<b>LIGHTING:704RY Warm White</b>	60	22.75	1,365.00
12 coco palms 5 sets each LED Lighting LOCATION: Briny Ave			
<b>LIGHTING:704RY RED</b>	24	22.75	546.00
12 coco palms 2 sets each RED/GREEN, LED Lighting LOCATION: Briny Ave			
			Subtotal: 1,911.00
<b>C7 12" Spacing White Cord w/WW LED</b>	120	3.25	390.00
60 feet 6 Inch spacing Warm white LED Lighting, white wire Location: Pompano Beach fishing peer			
<b>C7 12" Spacing White Cord w/WW LED</b>	300	3.25	975.00
300 Feet 12 inch spacing Warm white LED Lighting, white Wire Location: Pompano Beach fishing peer			
			Subtotal: 1,365.00
<b>LIGHTING:704RY Warm White</b>	288	22.75	6,552.00
24 Washington palms with 12 sets each Warm white LED Lighting Location: City Hall			
<b>LIGHTING:704RY RED</b>	48	22.75	1,092.00
24 Washington palms with 2 sets each RED/GREEN LED Lighting			

Exhibit A - Scope of Work			
ACTIVITY	QTY	RATE	AMOUNT
Location: City Hall			
Subtotal: 7,644.00			
C7 12" Spacing White Cord w/WW LED 140 Feet C7 LED Lighting white Wire Location: Lyons Park	140	3.25	455.00
LIGHTING:Icon Reindeer 6 Foot Reindeer to be placed on each side of the sign Location: Lyons Park	2	1,450.00	2,900.00
LIGHTING:Led scatter sets warm white Install hedges, Warm white LED Lighting Location: Lyons Park	20	19.00	380.00
Sign Enhancer Lush Garland Lush Garland to be placed on top of the main sign Location: Lyons Park	1	550.00	550.00
Subtotal: 4,285.00			
LIGHTING:704RY Warm White 2 royal palms 10 sets each Warm white LED Lighting Location: Lyons Park	20	22.75	455.00
LIGHTING:704RY RED 2 royal Palms 2 sets each RED LED Lighting Location: Lyons Park	4	22.75	91.00
LIGHTING:704RY Warm White 2 Royal Palms 10 frowns each Warm white LED Lighting Location: Lyons Park	20	22.75	455.00
Subtotal: 1,001.00			
Custom Decor Walk thru the Infinity Giftbox tunnel as it animates through programmed color changes. H 17ft x W 17ft x L 27.5ft LOCATION: BEACH SIDE	1	16,828.50	16,828.50
Custom Decor 3D ornament with reflective gold spangles and warm white glittering mini lights.  H 6.88ft x W 6.56ft x L 6.56ft  LOCATION: OLD TOWN	2	1,750.00	3,500.00
TOTAL			\$113,973.50

Accepted By

Accepted Date

## EXHIBIT B

### INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance****Limits of Liability****GENERAL LIABILITY:**

Minimum 1,000,000 Per Occurrence and  
\$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent CONTRACTORS	personal injury
XX	personal injury	

— sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

— liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

**AUTOMOBILE LIABILITY:**

☒ Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX	comprehensive form	<input type="checkbox"/> Minimum \$10,000/\$20,000/\$10,000 (Florida's Minimum Coverage)
XX	owned	
XX	hired	
XX	non-owned	

**REAL & PERSONAL PROPERTY**

— comprehensive form Agent must show proof they have this coverage.

**EXCESS LIABILITY**

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
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**PROFESSIONAL LIABILITY**

Per Occurrence Aggregate

—	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.





Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR PROPOSALS**

**T-12-23  
HOLIDAY LIGHTS**

**OPENING: JUNE 12, 2023, 2:00:00 P.M.**

**Virtual Zoom Meeting  
For access go to:**

**<https://pompanobeachfl.gov/pages/meetings>**

Issued: May 15, 2023

## CITY OF POMPANO BEACH, FLORIDA

### REQUEST FOR PROPOSALS

#### T-12-23 HOLIDAY LIGHTS

The City of Pompano Beach (the “City”) and The Pompano Beach Community Redevelopment (CRA) is seeking proposals from qualified companies/firms to install, service, maintain and uninstall holiday lighting.

The City will receive sealed proposals until **2:00:00 p.m. (local), June 12, 2023**. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City’s eBid System in order to view the Request for Proposals (RFP) documents and respond to this RFP. The RFP documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

#### **Introduction**

The City and the CRA are seeking to obtain temporary holiday lighting and decorations from a sole provider to install, service, maintain and uninstall selected items for a variety of locations throughout the City during the specified holiday season.

#### **A. Objectives**

The services required are designed for a vendor to install, service, maintain and uninstall all temporary holiday lighting and decorations at designated locations.

It is understood that matters such as locations and exact number of temporary holiday lighting and/or decorations will be determined, or adjusted from time to time as the needs of the City and the CRA of Pompano dictate. Proposer will work with the following departments to ensure scheduling and appropriate temporary holiday lighting and decorations are selected: Parks and Recreation, Cultural Affairs, Public Works and the CRA.

**B. Term of Agreement/Contract**

The initial contract period shall be two (2) years, commencing upon award by the appropriate City and the CRA officials. The City and the CRA reserve the right to renew this agreement/contract for three (3) additional one (1) year periods, subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City and the CRA. All terms, prices and conditions shall remain firm for the initial period of the agreement/contract, and any renewal period.

In the event delivery/service is scheduled to end because of the expiration of this agreement/contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing agreement/contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City and the CRA.

**C. Scope of Work**

The required equipment, lighting and decorations are described in "Attachment A - Required Equipment Lighting and Decoration". City will have the right to add additional locations as needed. Proposer will provide pricing for additional locations upon request to be based on submitted price list. The table is sectioned by each department's needs and proposer shall submit an itemized price list per each element listed in Attachment A - Required Equipment Lighting and Decoration. It is the responsibility of each Proposer before submitting a Proposal, to examine the RFP thoroughly and visit the sites to become familiar with local conditions that may affect costs, progress, performance or furnishing of the work,

**D. Summary Schedule of Tasks and Deliverables**

1. **Installation Requirements** – No power cords shall be run on the ground where there is pedestrian access. City will be responsible for providing power sources. Proposer shall work with City's electrician, prior to install, to ensure power needs are set in place and ready for the holiday season.
2. **Installation/Removal Schedule** – City will work with awarded proposer on the installation schedule. All installations shall to be completed by November 15<sup>th</sup> of each calendar year at the latest. All removal of equipment and lighting shall be completed by January 15<sup>th</sup> of each calendar year, following the holiday season.
3. **Service/Maintenance** – All temporary holiday lighting and decorations shall be serviced throughout the scheduled time frame after installation. Proposer shall provide to City the service and maintenance reports on a bimonthly basis. Any issues with any rented equipment shall be responded to within a 24-hour period of the notification to the Proposer.

**E. Qualification of Proposers**

1. Proposers must include a description of current and previous contracts, providing the same or similar services called for in this Request for Proposal. List governmental agencies and/or private sector. Provide company name and government entities, addresses, contact person, phone number, and dollar value of the contract.
2. List inventory and provide support to handle entire operation.
3. Show financial stability to provide equitable service as outlined above.
4. Vendor shall keep current all licenses and permits, whether municipal, county, state or federal required for the performance of its obligations and functions hereunder and shall pay promptly when due all such fees.
5. The City and the CRA reserve the right to inspect the Proposer's rental equipment

**F. Required Proposal Submittal**

Sealed proposals must be submitted electronically through the eBid System on or before the due date and time indicated previously. The Proposer shall upload its response as one (1) file to the eBid System. The financial statements should be uploaded as a separate file from the proposal to the Response Attachments tab in the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB, the response must be split and uploaded as two (2) separate files.

**Information to be included in the proposal:**

In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below.

**Title Page:**

Show the project name and number, the name of the Proposer's company/firm, address, telephone number, name of contact person and the date.

**Table of Contents:**

Include a clear identification of the material by section and by page.

**Letter of Transmittal:**

Briefly explain the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make decisions for the Proposer, title(s), office and E-mail addresses and telephone numbers. Please limit this section to two (2) pages.

**Qualifications:**

Detail qualifications of staff, as described in Section E – Qualification of Proposers.

**Fees & Costs:**

Proposer shall itemize all costs to furnish all equipment and services described in “Attachment A - Required Equipment Lighting and Decoration”. Costs associated with travel as well as miscellaneous expenses should be adequately described. Totals by location shall also be entered in “Line Items” tab of the City’s eBid System.

**References:**

Submit a client reference list, including the name of contact, company/firm and/or governmental entity, address, telephone number and type of service provided to each reference. Submit at least two (2) references from past venues and contracts used by proposer’s organization, letters of awards and succession programs.

**Litigation:**

Disclose any litigation within the past five (5) years arising out of your company’s/firm’s performance.

**City Forms:**

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City’s eBid System.

**G. Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for the agreement/contract by the City and the CRA. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the carrier indicating upgrade ability will expedite the review process to determine the most qualified Proposer.

The Contractor(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City’s Risk Manager.

If you are responding to this RFP and have questions regarding the insurance requirements hereunder, please contact the City’s General Services Department at (954) 786-4098. If the agreement/contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City and CRA staff responsible for oversight of the subject project/agreement/contract.

Contractor is responsible for delivering to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City and the CRA as an additional insured on all such coverage.

Throughout the term of the agreement/contract, City, by and through its Risk Manager, reserves the right to review, modify, reject or accept any insurance policies required by the agreement/contract, including limits, coverages or endorsements. The City and the CRA reserve the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under the agreement/contract.

Throughout the term of the agreement/contract, Contractor and all subcontractors or other agents hereunder, shall, at its sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance
  - a. Naming the City of Pompano Beach and Pompano Beach Community Redevelopment Agent as an additional insured as City's and CRA's interests may appear, on General Liability Insurance only, relative to claims, which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this agreement/contract.
  - b. Such liability insurance shall include the following checked types of insurance and indicated minimum policy limits:

Type of Insurance	Limits of Liability
<b>GENERAL LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
— explosion & collapse hazard	
— underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined

XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	

XX	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
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\_\_\_ liquor legal liability

#### **AUTOMOBILE LIABILITY:**

XX	Minimum \$10,000/\$20,000/\$10,000
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#### **REAL & PERSONAL PROPERTY**

___	comprehensive form	Agent must show proof they have this coverage.
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#### **EXCESS LIABILITY**

Per Occurrence    Aggregate

___	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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#### **PROFESSIONAL LIABILITY**

Per Occurrence    Aggregate

___	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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- c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

#### **ENVIRONMENTAL / POLLUTION LIABILITY** Per Occurrence Aggregate

\* Policy to be written on a claims made basis

___	environmental/pollution liability	
	\$1,000,000	/\$1,000,000

#### **CYBER LIABILITY**

Per Occurrence    Aggregate

\* Policy to be written on a claims occurrence basis

___	\$1,000,000	/\$1,000,000
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\_\_\_Network Security / Privacy Liability  
 \_\_\_Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)  
 \_\_\_Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)  
 \_\_\_Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

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3. Employer's Liability. Contractor and all subcontractors shall, for the benefit of its employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
4. Policies: Whenever, under the provisions of the agreement/contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:
  - a. Certificates of Insurance evidencing the required coverage;
  - b. Names and addresses of companies providing coverage;
  - c. Effective and expiration dates of policies; and
  - d. A provision in all policies affording City and the CRA thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.
5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City and the CRA.
6. Waiver of Subrogation. Contractor hereby waives any and all right of subrogation against the City and the CRA, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/contract to waive subrogation without an endorsement, then, Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such agreement/contract on a pre-loss basis.
7. The Contractor shall furnish to the City and the CRA the certification or proof of insurance required by the provisions set forth above, within ten (10) days after



notification of award of agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

## **H. Selection/Evaluation Process**

A Selection/Evaluation Committee (the "Committee") will be appointed to select the most qualified company(ies)/firm(s). The Committee will present its findings to the City Commission and CRA Board.

Proposals will be evaluated using the following criteria:

	<b><u>Criteria</u></b>	<b><u>Point Range</u></b>
1	Experience, Expertise	0-30
	a. Previous related work experience and qualifications in the subject area	
	b. Demonstrate a clear understanding of scope of work	
2	References	0-20
	a. Current and past municipal contracts	
	b. References and recommendations from previous clients	
3	Inventory	0-25
	a. Ability to provide support and handle entire operation with all required equipment and personnel	
4	Cost	0-25
	a. Cost of required equipment listed Per each line item	
	<b>Total</b>	<b>0-100</b>

Financial statements or other financial information that are required as submittals to prequalify for an RFP will be exempt from public disclosure; however, financial statements or other financial information submitted to prequalify for an RFP, and were not required by the City and the CRA, may be subject to public disclosure.

Value of Work Previously Awarded to Company/Firm (Tie-breaker) - In the event of a tie, the company/firm with the lowest value of work as a prime contractor on City and CRA projects within the last five (5) years will receive the higher ranking, the company/firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following

presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company/firm should submit documentation that evidences the company's/firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet the company's/firm's representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the Committee shall furnish the City Commission and the CRA Board (for its approval) a listing, in ranked order, of no fewer than three companies/firms deemed to be the most highly qualified to perform the service. If three or less companies/firms respond to this RFP, the list will contain the ranking of all responses.

The City Commission and the CRA Board has the authority to (including, but not limited to): approve the recommendation; reject the recommendation and direct staff to re-advertise the RFP; or, review the responses itself and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission and the CRA Board.

**I. Hold Harmless and Indemnification**

Proposer covenants and agrees that it will indemnify and hold harmless the City and the CRA and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City and the CRA or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City and the CRA or any of its officers, agents or employees.

**J. Right to Audit**

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of Successful and Unsuccessful Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City's and CRA's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to examination shall also

include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations and evaluations, the City's and the CRA's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by City or CRA to Contractor pursuant to the agreement/contract.

The City's and the CRA's agent or authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The City's and the CRA's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the agreement/contract.

**K. Retention of Records and Right to Access**

The City and the CRA are public agencies subject to, Florida Statutes Chapter 119. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City and the CRA in order to perform the service;
2. Upon request from the City's and the CRA's custodian of public records, provide the City and the CRA with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
4. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City and the CRA; and

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

**L. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the company/firm as a result of any discussions with any City or CRA employee. Only those communications, which are in writing from the City and the CRA, may be considered as a duly authorized expression on behalf of the City and the CRA. In addition, only those communications, which are in writing and signed from an authorized designee of the company/firm, will be recognized by the City and the CRA as duly authorized expressions on behalf of the company/firm.

**M. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any agreement/contract with the City and the CRA.

**N. Independent Contractor**

The Contractor will conduct business as an independent contractor under the terms of the agreement/contract. Personnel services provided by the company/firm shall be by employees of the company/firm and subject to supervision by the company/firm, and not as officers, employees, or agents of the City and the CRA. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under the agreement/contract shall be those of the company/firm.

**O. Staff Assignment**

The City and the CRA reserve the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**P. Agreement/Contract Terms**

The agreement/contract resulting from this RFP shall include, but not be limited to the following terms:

The agreement/contract shall include as a minimum, the entirety of this RFP, together with the Contactor's Proposal. Agreement/Contract shall be prepared by the City or CRA Attorney.

If the City or CRA defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the Contractor, its employees, agents or servants during the performance of the agreement/contract, whether directly or indirectly, Contractor agrees to reimburse the City and the CRA for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**Q. Waiver**

It is agreed that no waiver or modification of the agreement/contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the agreement/contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as previously provided. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**R. Survivorship Rights**

The agreement/contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

**S. Termination**

The agreement/contract resulting from this RFP may be terminated by the City and the CRA without cause upon providing Contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the agreement/contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the agreement/contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

**T. Manner of Performance**

Proposer agrees to perform its duties and obligations under the agreement/contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the agreement/contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within its designated duties. Proposer agrees to furnish the City and the CRA with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of the agreement/contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of agreement/contract.

**U. Acceptance Period**

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this RFP.

**V. RFP Conditions and Provisions**

The completed proposal (together with all required attachments) must be submitted electronically to the City on or before the time and date written herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

The Proposal shall not contain any alteration to the RFP posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of RFP documents was obtained from the eBid System or from the Purchasing Division of the General Services Department only and no alteration of any kind has been made to the RFP. Exceptions or deviations may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, reject all proposals, or reject and resolicit, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award agreement/contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City and the CRA shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

**W. Standard Provisions**

**1. Governing Law**

Any agreement/contract resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement/contract will be in Broward County, Florida.

**2. Licenses**

In order to perform public work, the Contractor shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor and Business Licenses if required by state statutes or local ordinances.

**3. Conflict of Interest**

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the company/firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to, Section 112.313, Florida Statutes.

**4. Drug Free Workplace**

The Contractor will be required to verify it will operate a “Drug Free Workplace” as set forth in Section 287.087, Florida Statutes.

**5. Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a agreement/contract to provide any goods or services to a public entity, may not submit a proposal on a agreement/contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under agreement/contract with any public entity, and may not transact business with any public entity in excess of

the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and its surety shall indemnify and hold harmless the City and the CRA from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City and the CRA from any cost, expense, royalty or damage, which the City and the CRA may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the Contractor will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the company/firm will in no way relieve the company/firm from responsibility.

9. Withdrawal of Proposals

A Proposer may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the City of Pompano Beach, General Services Department, 1190 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition of Project Team

Proposers are required to commit that the principals and personnel named in the proposal will perform the services throughout the agreement/contract term unless otherwise provided for by way of a negotiated agreement/contract/written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City and the CRA in writing.



11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Section 218, Florida Statutes, payment will be made within forty-five (45) days after receipt of a proper invoice.

12. Public Records

- a. The City and the CRA are public agencies subject to, Section 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
  - i. Keep and maintain public records required by the City and the CRA in order to perform the service;
  - ii. Upon request from the City's and the CRA's custodian of public records, provide the City and the CRA with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in, Section 119, Florida Statutes or as otherwise provided by law;
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City and the CRA; and
  - iv. Upon completion of the agreement/contract, transfer, at no cost to the City and the CRA, all public records in possession of the Contractor, or keep and maintain public records required by the City and the CRA to perform the service. If the Contractor transfers all public records to the City and the CRA upon completion of the agreement/contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City and the CRA, upon request from the City's and the CRA's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above-described public records to the City and the CRA within a reasonable time may subject Contractor to penalties under, Section 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE AWARDED PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDED PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT/CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611  
[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

### **X. Questions and Communication**

All questions regarding this RFP are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled RFP opening. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this RFP in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to this RFP.

### **Y. Addenda**

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this RFP, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting its response, to check the eBid System or to contact the Purchasing Division of the General Services Department at [purchasing@copbfl.com](mailto:purchasing@copbfl.com) to determine if addendum was issued and to make such addendum a part of its proposal. Any Addendum will be posted to this RFP in the eBid System.

### **Z. Contractor Performance Report**

The City and the CRA will utilize the Contractor Performance Report to monitor and record the Contractor's performance for the work specified by the agreement/contract. The Contractor Performance Report has been included as an attachment to this RFP.

## PROPOSER INFORMATION FORM

**COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.**

To: The City of Pompano Beach, Florida

The below named company/firm hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal. I will accept agreement/contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Company (Legal Registered) \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address \_\_\_\_\_

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.**

Proposer's Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of the Proposer, I hereby certify by selecting the box below that the company responding to this RFP is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this RFP is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to Sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE

**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.**

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that his company/firm complies with the above requirements.

I Certify: \_\_\_\_\_


## CONFLICT OF INTEREST

**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.**

For purposes of determining any possible conflict of interest, all proposers must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.

No \_\_\_\_ Yes \_\_\_\_

Contractor Performance Report

	<p><b>City of Pompano Beach, Purchasing Division</b> <b>1190 N.E. 3rd Avenue, Building C</b> <b>Pompano Beach, Florida, 33060</b></p>
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CITY OF POMPANO BEACH  
CONTRACTOR PERFORMANCE REPORT

1. Report Period: from \_\_\_\_\_ to \_\_\_\_\_

2. Contract Period: from \_\_\_\_\_ to \_\_\_\_\_

3. RFP# & or P.O.#: \_\_\_\_\_

4. Contractor Name: \_\_\_\_\_

5. City Department: \_\_\_\_\_

6. Project Manager: \_\_\_\_\_

7. Scope of Work (Service Deliverables): \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

### Contractor Performance Report

CATEGORY	RATING	COMMENTS
<b>1. Quality Assurance/Quality Control</b> - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
<b>2. Record Keeping</b> -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
<b>3. Close-Out Activities</b> - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
<b>4. Customer Service</b> - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
<b>5. Cost Control</b> - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
<b>6. Construction Schedule</b> - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	(Note: For Construction Projects Only)
<b>SCORE</b>	_____	<b>ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED</b>

#### RATINGS

**Poor Performance (1.0 – 1.59):** Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

**Satisfactory Performance (1.6 – 2.59):** Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

**Excellent Performance (2.6 – 3.0):** Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customer's expectations are exceeded.



## Contractor Performance Report

Would you select/recommend this contractor again? \_\_\_\_\_ Yes \_\_\_\_\_ No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

Date

Date

Date

Comments, corrective actions etc., use additional page if necessary:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



Florida's Warmest Welcome

City Of Pompano Beach  
Request For Proposals

T-12-23  
Holiday lights

## Table Of Contents:

Tab 1 – Executive Summary

Tab 2- Qualifications, Experience and expertise of the firm and persons to be assigned to perform services outlined in this RFP, Resources and methodology and proposed method of contract performance including design concepts.

Tab 3- Fees and Cost

Tab 4- Reference checks with other clients

Tab 5- Litigation

Tab 6- Other required forms and attachments

## Letter of Transmittal:

I am writing to you on behalf of the Christmas palace and Light Er Up MIA, a full-service licensed and insured holiday lighting and design company specializing in commercial and luxury residential projects. Christmas Palace has joined forces with Light er Up to ensure not only the highest quality of materials but the best quality install and maintenance program in the industry. The Light Er Up team ensures that every step is completed properly from installation to maintenance and removal. Our goal on every illumination project is to make a destination that creates and captures an audience. We are able to meet this goal by providing innovative décor, reliable technical products, exceptional service and a revolutionary team of individuals focused on achieving magical lighting experiences

Light Er Up MIA. installs and maintains light displays across Florida's municipalities, HOA entrances, as well as high end residentials. Our holiday lighting displays are often displayed between the second week of November to the second week of January. During that time, we also service the lighting and décor daily. Our dedicated service team checks all displays daily and ensures all is in working order. Daily update e-mails are sent to our point of contact at the city. We take pride in craftsmanship as well as in our service. In the height of the holiday season, we have as many as 110 Employees.

We offer a variety of customizable leasing programs to help brighten your holiday season. With our holiday leasing program our team will service and maintain your display throughout the holiday season while working with your existing budget.

Light Er Up is currently the holiday lighting company and decorators for multiple cities: City of Fort Lauderdale, City of Coconut Grove, City of Collier County, City of Plantation, City of Miramar, City of Cooper City, City of Sunny Isles Beach, Riviera Beach, North Bay Village, City of Miami Shores, City of Cutler Bay, City of Hialeah Gardens and many more.

We are sure to bring the holiday spirit in the upcoming years to the City of Pompano Beach. Please feel free to go through our company website to get an idea of who we are as a company and the services that we provide to our current clients.

[www.christmaspalace.com](http://www.christmaspalace.com)

On behalf of myself and the team at the Christmas palace & Light Er Up Mia, we look forward to earning your business this holiday season and building a long-lasting relationship.

## Qualifications:

Christmas Palace was founded in June of 1992 . Christmas Palace has been in existence for at least (32) years providing assembly and disassembly of large-scale holiday decorations in good standing with a track record of performance. The registered officer of the company is James Knips .

Brandon Knips – Director Christmas palace Install Division

Direct point of contact:

Brandon Knips

954-673-9569

Light Er Up was founded 10/26/2017 and was (Filed Prior under a Fictious Name). Light Er Up has been in existence for at least (6) years providing assembly and disassembly of large-scale holiday decorations in good standing with a track record of performance. The company was formed and incorporated, and the date filed was 10/26/2017. The registered officer of the company is Nicholas Caine.

### **Key Personnel**

Nicholas Caine - Project Manager

Direct point of contact:

Nicholas Caine

786-281-0022 (Cell)

Joender Lugo - Install Manager / Main Installer

Victor Guillen - Lead Designer

Junier Lara - Director of Operations

Alejandro Paredes - Maintenance Manager

Ruben Rojas – Main Electrician

## **Nicholas Caine - Project Manager**

- Nicholas Caine, Founder and current president of Light Er Up overseas all aspects of projects from design to implementation. Overseeing full operations, hands-on and passionate. Nicholas has the knowledge and experience to bring individuals together to create one-of-a-kind holidays displays. Nicholas' main goal is our rigorous training which starts in August and runs throughout the season. Service is our number one priority. Nicholas Caine will be the main point of contact on this project. Nicholas has spent countless hours working with the entire team to create this proposal. Nick has been installing Lights for over 10 Years. Providing training and overseeing operations of installations daily for a safe environment and impeccable result for customers. Specialized in animated light displays and RBG lighting.

Direct point of contact:

Nicholas Caine

786-281-0022 (Cell)

## **Joender Lugo - Install Manager/ Main Installer**

- Joender Lugo, Creating a safe and efficient installation. Managing operation for efficient and high-quality installation of lights and decoration. From the time our pieces get approved, his role comes into play ensuring all décor pieces have been maintained, manufactured and ready for install. Our Install Manager is responsible for pre-installation inspections, creating installation plans, overseeing the installs and all quality control inspections We have countless install crews that are all run by our install manager, after each project is complete, he works directly with our maintenance manager Alejandro to ensure everything is up and running, directly communicating with city/airport officials of any updates. Joender is on call 24/7 to answer any of our clients' questions and or concerns. He then provides a final green light and final install checklist once each project is complete.

### **Victor Guillen - Lead Designer**

- Victor is responsible for the creation and fabrication of all our custom displays and 3-D elements, Victor oversees and directs a team of designers to ensure all Light Er Up Mia décor meets our extremely high-quality standards while still bringing a one-of-a-kind display to your project. Design, consultation, illustration of holiday lighting and displays. An ability to accurately identify the needs of the client and illustrate design concepts for a clear presentation and understandable for the layperson and professional alike.

### **Junier Lara - Director of Operations**

- Junier is responsible to make sure all aspects of our company are running to allow us to create these one-of-a-kind displays. Junier has managed crews of up to 110 employees at a time bringing everyone together and becoming a team player to meet deadlines. Light Er Up runs 3 eight hour shifts to ensure we always have crews ready to meet any last-minute deadlines. Operations organization and account management.

### **Alejandro Paredes - Maintenance Manager**

- Alejandro's main role during the holiday season is to ensure all displays are running smoothly. Alejandro is on call 24/7 during the holiday season as our clients are our number one priority. We always have a dedicated service team and service trucks ready to ensure a prompt repair time. Scheduled maintenance is done daily to limit the amount of down time.

### **Ruben Rojas – Main Electrician**

- Ruben with over 15 Years of electrical expertise is on call 24/7. As a full time, employee of Light Er Up MIA, we can send out a dedicated team to fix any electrical issues without having to wait for subcontractors. Limiting the amount of down time by 70%.

The Christmas Palace/ Light Er Up MIA and its team will provide:

- 1. On site power evaluations with the city's electrical engineers
- 2. Pre-planning meetings prior to commencement of work
- 3. Installation of all decors within the timeline set by this RFP
- 4. Inspection's post installation
- 5. Pre-check to make sure everything is working properly when turned on
- 6. On site management 7 days/times a week during the running of this program to inspect and make sure everything is working properly
- 7. 24 hour or less service for any normal outage
- 8. If there is wind damage or vandalism the city will be informed immediately, and a plan of correction will be determined
- 9. Removal at the timing requested by the city
- 10. Storage of items until the next holiday lighting season

We will work on each-and-every design (scope of work overview) to make sure it is exactly what the city would like.

Once the designs/scope of work are finalized, we will start production in house immediately at our Doral Headquarters. A production schedule will be made, and we will adhere to that production schedule. We will then create a delivery schedule of the goods and keep the city updated on all deliveries. Following manufacturing completion, an installation schedule will be set.

A team member will be in direct contact with the city throughout the process to ensure everyone is on the same page.

Light Er Up's team, a team from Miami. Directed by project manager Nicholas Caine, and a compliance/management team lead by Junier Lara will all collaborate on the installation.

Light Er Up Owns over 20 Vehicles including pick-up trucks, box trucks, bucket trucks and large aerial equipment. Light Er Up also rents additional equipment as needed to ensure all projects are completed in a timely manner with the least disruption to the city.

We will spend time in November working with the city to provide a firm installation schedule. Installation will be all completed by the requested dates. However, installation may begin sooner as we plan for early installation.

We will have a full-time staff member on site weekly 7 days a week to inspect and send update e-mails to our manager, Joender Lugo, who routes for service. 7 days a weekly nightly, we will have a full-time member there to reset GFI's, handle plugs, connections, and timing issues. When a problem arises; the employee will immediately communicate information to our service manager who will then route the correct technician to correct the problem in a timely manner.



Light Er Up MIA & The Christmas Palace will schedule the project accordingly to be successful in reaching our goal of completion by the Requested dates. Our team will modify as necessary to ensure the end goal is achieved. We will have management on site throughout the install season. Joender Lugo will manage his install team, Nicholas Caine and Junier Lara will manage the overall design aspect of the project, Alejandro Paredes will manage the implementation of all 3-D decorations, tree wrapping, garland, wreath, decor and Christmas Tree installation.

Light Er UP MIA & The Christmas Palace has carefully designed and reviewed this invitation to bid to stand out and represent City of Pompano Beach. We will incorporate our world-wide installation best practices to bring unique lighting, displays, and decor to the City of Pompano Beach. We will work with the city to best schedule every portion of the installation.

Monitoring and Managing Implementation Schedules: Joender Lugo will oversee and manage all implementation schedules. Effective communication will be planned with the city to notify staff of all schedules, changes, and completions. All crews are trained, skilled, and experienced in holiday lighting and decorations.

Staffing Plans: Light Er Up Mia, will manage and update all staff. Our head installation manager, Joender Lugo, will manage the install of all 3-D decoration and installation. Light Er Up Mia, will manage all tree lighting, decorations, displays, as well as maintenance, service, and 7 days weekly inspections of all decorations and lights. With 24 hour or less service for any normal outages. All staff is properly trained and experienced in commercial lighting products and installation. Our team prides itself on reliable, expedient, and outstanding service. Preventive Maintenance: Our combined team will test all lighting and decorations prior to final installation completion. After completion, weekly inspections will identify the correct technician to provide immediate response to complete any service. We will ensure all decorations and lighting are properly working.

Trouble Shooting and Corrective Maintenance: Trained staff and technicians will be notified immediately upon completion of weekly inspections. The staff will ensure expedient response times to complete service or repairs.

Availability of Parts and Supplies: All decorations and lighting will be manufactured and shipped with spare parts. In the event of repair or replacement, the decoration will be replaced or corrected with the spare parts. Light Er Up Mia ensures all decoration is properly working for the holiday season. In the event of damaged parts that cannot be replaced, we will manufacture or order decoration in a timely manner for replacement.

Performance Monitoring and Metrics: Pre-completion testing will be reported to the city as well as any issues or changes based on installation. After completion, weekly inspections and reports will be shared with the city. A detailed description of all decorations and its status will be shared with the city. A timeline for any repair will be noted in the report.

All décor will be stored at our vast 70,000 SQFT location, located at 8200 NW 93<sup>rd</sup> Street Doral, Florida 33166.

## Fees & Costs:

City attached Forms on next page

**Attachment A Required Equipment Lighting and Decoration**

Instructions: Prices are to be entered in the Line Items' tab of the City's eBid System.

**CRA**

Line	Location:	Scope:	Cost
1	Area 1: Old Town (Atlantic Blvd. to NE 3rd Street between Flagler Ave., to NE 1st Ave., Pompano Beach, FL 33060)	Area 1: Light/decorate 49 street light poles pure white LEDs and red bows. Each pole will have 2 sets of LEDs and 2 red nylon bows. Each pole (49) should have timers to come on at dusk and turn off in morning. Wrap the trunks and branches of the 6 oak trees in the Old Town Civic Plaza with LEDs. Each tree will be wrapped with 6 sets of LEDs. 6 timers to turn on a dusk and off in the morning	_____ \$4,249

**Parks and Recreation:**

Line	Location:	Equipment Required:	Cost
2	Area 1: Old Town Fire Fountain Plaza (41 NE 1 <sup>st</sup> St., Pompano Beach, FL 33060)	Area 1: One (1) 24' Christmas Tree, warm white and red ights, and with 3' 3D Tree Topper Area 1: One (1) 7'H x 16'W LED Custom Pompano Beach Logo Sign One (1) 3' LED Dreidel	_____ \$12,400

**Cultural Affairs:**

Line	Location:	Equipment Required:	Cost
3	Area 1: Ali Cultural Arts (353 Dr MLK Blvd., Pompano Beach, FL 33060)	Area 1: Wrap six hundred (600') feet with Warm White LED light sets with white cord Area 1: 9' x 14' LED decorated garland Area 1: Sixty (60") inch decorated wreath with eighteen (18") inch red glitter bow	_____ \$2,145
4	Area 2: Pompano Beach Cultural Center (50 W Atlantic Blvd., Pompano Beach, FL 33060)	Area 2: Wrap one hundred and eight (108') feet of Pink and Warm-White lights on palm trunks outside of cultural center Area 2: Install six (6) 25' unlit Green PVC Garland with two (2) 18" Red Glitter bows	_____ \$4,545
5	Area 3: Annie Adderly Gillis Park (601 Dr MLK Blvd., Pompano Beach, FL 33060)	Area 3: One (1) 24' Christmas Tree with LED lighting with 3' Topper Area 3: Install forty-two (42) multicolor Light Sets Area 3: Install custom LED Pompano Beach Sign	_____ 12,705.50
6	Area 4: MLK Blvd Light Poles – Dixie Hwy. to I-95	Area 4: Wrap nine (9) light poles with 25' Green PVC Garland Area 4: Wrap nine (9) light poles with holiday banner	_____ 2,430.00
7	Area 5: NW 6 <sup>th</sup> Ave., Atlantic Blvd - NW 15 <sup>th</sup> St., Pompano Beach, FL 33060	Area 5: Wrap ten (10) light poles with 25' unlit Green PVC Garland with 24" Red Glitter bow	_____ \$1,950.00

**Attachment A Required Equipment Lighting and Decoration**

Instructions: Prices are to be entered in the Line Items' tab of the City's eBid System.

**Public Works:**

Line	Location:	Equipment Required:	Cost
8	Area 1: A1A and Pompano Beach Blvd., Pompano Beach, FL 33062	Area 1: Wrap each of the twelve (12) Sylvester Palms trunks in fourteen (14) Warm White LED light sets	_____ \$3,822
9	Area 2: Great Lawn South (Atlantic Blvd and Pompano Beach Blvd., Pompano Beach, FL 33062)	Area 2: Wrap each of the five (5) Coconut Palm trunks with seven (7) warm white LED light sets	_____
		Area 2: Wrap each of the five (5) Coconut Palm tops with two (2) alternating color bands between green and red LED Lights	_____ \$123.75
10	Area 2: Great Lawn North (Atlantic Blvd and Pompano Beach Blvd., Pompano Beach, FL 33062)	Area 2: Wrap each of the six (6) Coconut Palm trunks with seven (7) warm white LED light sets	_____
		Area 2: Wrap each of the six (6) Coconut Palm tops with two (2) alternating color bands between green and red LED light sets	_____ \$123.50
11	Area 2: Great Lawn (Atlantic Blvd and Pompano Beach Blvd., Pompano Beach, FL 33062)	Area 2: Wrap each of the eight (8) Bismarck Palm trunks with nine (9) warm white LED light sets	_____
		Area 2: Wrap each of the eight (8) Bismarck Palm tops with five (5) Blue LED lights sets	_____ \$9016
		Area 2: Install one (1) 16' LED Ornament Walkthrough Display	_____
12	Area 3: Great Lawn (Atlantic Blvd and Pompano Beach Blvd., Pompano Beach, FL 33062)	Area 3: For each of the twenty-eight (28) Coconut Palm trunks, wrap seven (7) warm white LED light sets	_____
		Area 3: For each of the twenty-eight (28) Coconut Palm tops, wrap two (2) alternating colors of red and green light sets	_____ \$5,725
13	Area 4: Pompano Beach Blvd Pavilion #3 (310 N Pompano Beach, FL 33062)	Area 4: For each of the fifty-two (52) Coconut Palm trunks, wrap with six (6) LED warm white light sets	_____
		Area 4: For each of the fifty-two (52) Coconut Palm tops, wrap one (1) LED alternating color set of red and green light sets	_____ \$2,261
14	Area 4: Pompano Beach Blvd Pavilion #3 (310 N Pompano Beach, FL 33062)	Area 4: For each of the four (4) Sabal Palm trunks, wrap five (5) LED warm white light sets	_____
		Area 4: For each of the four (4) Sabal Palm tops, wrap two (2) LED alternating color set of red and green lights sets	_____ 637.00
15	Area 5: Harbor Village Parking Lot (NE 27th Ave., and Atlantic Blvd., Pompano Beach, FL 33062)	Area 5: For each of the seven (7) Bismarck Palm trunks, wrap with seven (7) Aqua LED Light sets	_____ 1,114.75
16	Area 5: Harbor Village Parking Lot East (NE 27 <sup>th</sup> Ave., and Atlantic Blvd., Pompano Beach, FL 33062)	Area 5: For each of the four (4) Sylvester Palm trunks, wrap with ten (10) Warm White LED light sets	_____ 910

**Attachment A Required Equipment Lighting and Decoration**

Instructions: Prices are to be entered in the Line Items' tab of the City's eBid System.

17	Area 5: Harbor Village Parking Lot (NE 27th Avenue and Atlantic Blvd., Pompano Beach, FL 33062)	Area 5: For each of the three (3) Medjool Palm trunks, wrap with twelve (12) Warm White LED light sets	319
18	Area 5: Harbor Village Parking Lot West (NE 27 <sup>th</sup> Avenue and Atlantic Blvd., Pompano Beach, FL 33062)	Area 5: For each of the five (5) Bismarck Palm trunks, wrap with seven (7) Aqua LED light sets.	455.50
19	Area 6: Briny Avenue and A1A, Pompano Beach, FL 33062	Area 6: For each of the twelve (12) Coconut Palm trunks, wrap with five (5) Warm White LED lights sets Area 6: For each of the twelve (12) Coconut Palm tops, wrap with two (2) sets of alternating color set of Red and Green LED light sets	1,911.00
20	Area 7: Pompano Beach Fishing Pier Sign (222 N Pompano Beach Blvd., Pompano Beach, FL 33062)	Area 7: For the pompano pier sign - outlining above and below "Pompano Beach", use sixty (60') feet of six (6") inch spacing Warm White LED light sets with white cord Area 7: For Pompano Beach pier sign - outlining both sides of the sign including the very top of the lower arch, use three hundred (300') feet of twelve (12") inch spacing Warm White LED light sets with white cord	135.00
21	Area 8: City Hall (100 W Atlantic Blvd., Pompano Beach, FL 33060)	Area 8: For each of the twenty-four (24) Washingtonian Palm trunks, wrap twelve (12) Warm White LED light sets . Area 8: For each of the twenty-four (24) Washingtonian Palm tops, wrap two (2) sets of alternating color set of Red and Green LED Light Sets	7,644.00
22	Area 9: Lyons Park Monument Sign (Lyons Park Rd. and S Cypress Rd., Pompano Beach, FL 33060)	Area 9: For one (1) monument sign - outline sign including planters, use one hundred forty (140') of twelve (12") spacing Warm White LED light sets with white cord Area 9: Install three (3) 4'H x 5.5'W LED Poinsettia Displays Area 9: For hedges, use twenty (2) Warm White LED Hedge Sets	1,325.00
23	Area 9: Lyons Park 2 Royal Palms (Intersection of Lyons Park Road and S Cypress Road, Pompano Beach, FL 33060)	Area 9: For each of the two (2) Royal Palm trunks, wrap ten (10) sets of Warm White LED Light sets Area 9: For each of the two (2) Royal Palm tops, wrap two (2) sets of Red LED Light sets Area 9: For each of the fronts, install ten (10) Warm White LED Frond sets	1,001.00

The Christmas Palace  
9820 NW 77th Ave.  
Hialeah Gardens, FL 33016



## Estimate

### ADDRESS

The City of Pompano Beach  
RFP T-12-23  
Holiday Lights

ESTIMATE # 1893

DATE 06/23/2023

ACTIVITY	QTY	RATE	AMOUNT
<b>LIGHTING:704RY Warm White</b> Decorate 49 Street Poles, pure white LED and Red Bows . Each Pole will have 2 Red Nylon Bows. Each Pole will have a dusk to dawn timer	49	70.00	3,430.00
<b>LIGHTING:704RY Warm White</b> Wrap the trunks and branches of the 6 Oak Trees in the old town civic plaza with (6) LED Lights. Each Tree will have a dusk to dawn timer	36	22.75	819.00
			Subtotal: 4,249.00
<b>OUTDOOR CHRISTMAS TREE</b> 24 Foot Holiday Tree fully decorated. Red and white LED lighting, 3 Foot Star Topper	1	8,250.00	8,250.00
UPGRADED to 30 Foot at no additional cost			
<b>Custom Decor</b> Custom Pompano Beach LED Sign 7x16	1	3,500.00	3,500.00
<b>Custom Decor</b> Custom 3 foot Dreidel	1	650.00	650.00
			Subtotal: 12,400.00
<b>LIGHTING:C7 Lighting</b> Warm white C7 LED Lighting, white Wire	600	3.20	1,920.00
<b>OUTDOOR GREENERY</b> 9X14" Decorated Garland In a color scheme chosen by city	1	125.00	125.00
<b>OUTDOOR GREENERY</b> 60" Fully decorated wreath with 18" Red Bow in a color scheme chosen by the Client	1	250.00	250.00
			Subtotal: 2,295.00
<b>LIGHTING:704RY Warm White</b> Wrapping 15 Palm Trees in Commercial Grade	15	225.00	3,375.00



ACTIVITY	QTY	RATE	AMOUNT
LED Lighting/ Pink and warm white			
OUTDOOR GREENERY	6	195.00	1,170.00
Outdoor Garland Fully decorated in a color scheme chosen by Client			
			Subtotal: 4,545.00
OUTDOOR CHRISTMAS TREE	1	8,250.00	8,250.00
24 Foot Holiday Tree fully decorated. Red and white LED lighting, 3 Foot Star Topper			
UPGRADED to 30 Foot at no additional cost			
LIGHTING:Led 704 cc ww	42	22.75	955.50
Install 42 sets of LED Lights Color to be chosen by Client			
Custom Decor	1	3,500.00	3,500.00
Custom Pompano Beach LED Sign 7x16			
			Subtotal: 12,705.50
OUTDOOR GREENERY	9	195.00	1,755.00
Outdoor Garland Fully Decorated in a color scheme chosen by the City			
Custom Decor	9	75.00	675.00
Custom Banner Holiday			
			Subtotal: 2,430.00
OUTDOOR GREENERY	10	195.00	1,950.00
Outdoor Fully Decorated Garland in a color scheme chosen by the client			
			Subtotal: 1,950.00
LIGHTING:704RY Warm White	168	22.75	3,822.00
Wrapping 12 sylvester palms 14 sets per tree			
			Subtotal: 3,822.00
LIGHTING:704RY Warm White	35	22.75	796.25
wrap 5 coco palms 7 Sets per tree Warm white LED Lighting			
LIGHTING:704RY RED	10	22.75	227.50
Wrap 5 Coco palms 2 Sets Per palm Top			
			Subtotal: 1,023.75
LIGHTING:704RY Warm White	42	22.75	955.50
Wrap 6 coco palms with 7 sets per tree warm white LED Lighting			
LIGHTING:704RY RED	12	22.75	273.00
Wrap 6 coco palms 2 sets per Palm Top			
			Subtotal: 1,228.50
LIGHTING:704RY Warm White	72	22.75	1,638.00
Wrap 8 Bismarck Palms in warm white 9 sets per tree			
704 BLUE	40	22.75	910.00
wrap 8 Bismarck with blue 5 Per Tree			
Custom Decor	1	6,500.00	6,500.00
Interactive Walk Thru Ornament with glittering lights and 3D hanging ornaments. All lights			

ACTIVITY	QTY	RATE	AMOUNT
twinkle and shine with interior reflective vinyl. H 14.43ft x W 15.74ft x D 14.60ft			
			Subtotal: 9,048.00
LIGHTING:704RY Warm White 28 Coco Palms 7 Sets per tree Warm white LED Lighting	196	22.75	4,459.00
LIGHTING:704RY RED 29 coco palms 2 Sets per tree Red/Green LED Lighting	58	22.75	1,319.50
			Subtotal: 5,778.50
LIGHTING:704RY Warm White 52 Coco Palms 6 sets per tree Warm white LED Lighting	312	22.75	7,098.00
LIGHTING:704RY RED 52 coco palms 1 set per tree RED/GREEN LED Lighting	52	22.75	1,183.00
			Subtotal: 8,281.00
LIGHTING:704RY Warm White 4 COCO PALMS Trees 5 sets warm white LED Lighting	20	22.75	455.00
LIGHTING:704RY RED 4 COCO PALMS 2 sets per tree RED/GREEN LED Lighting	8	22.75	182.00
			Subtotal: 637.00
704 BLUE 7 Bismark Palms Wrapped in commercial Gaade 7 Sets aqua LED Lighting	49	22.75	1,114.75
			Subtotal: 1,114.75
LIGHTING:704RY Warm White 4 Sylvester Palms with 10 sets each LED Lighting	40	22.75	910.00
			Subtotal: 910.00
LIGHTING:704RY Warm White 3 Medjool Palms with 12 sets each LED Lighting	36	22.75	819.00
			Subtotal: 819.00
704 BLUE 6 Bismarck Palms AQUA lights 7 Each LED Lighting	42	22.75	955.50
			Subtotal: 955.50
LIGHTING:704RY Warm White 12 coco palms 5 sets each LED Lighting	60	22.75	1,365.00
LIGHTING:704RY RED 12 coco palms 2 sets each RED/GREEN, LED Lighting	24	22.75	546.00
			Subtotal: 1,911.00
C7 12" Spacing White Cord w/WW LED 60 feet 6 Inch spacing Warm white LED Lighting, white wire	120	3.25	390.00
C7 12" Spacing White Cord w/WW LED	300	3.25	975.00



ACTIVITY	QTY	RATE	AMOUNT
300 Feet 12 inch spacing Warm white LED Lighting, white Wire			Subtotal: 1,365.00
LIGHTING:704RY Warm White 24 Washington palms with 12 sets each Warm white LED Lighting	288	22.75	6,552.00
LIGHTING:704RY RED 24 Washington palms with 2 sets each RED/GREEN LED Lighting	48	22.75	1,092.00
			Subtotal: 7,644.00
C7 12" Spacing White Cord w/WW LED 140 Feet C7 LED Lighting white Wire	140	3.25	455.00
Custom Decor Install 3 Poinsettias or similar decor ( Options are on Quote)	3	350.00	1,050.00
LIGHTING:Led scatter sets warm white Install hedges, Warm white LED Lighting	20	19.00	380.00
			Subtotal: 1,885.00
LIGHTING:704RY Warm White 2 royal palms 10 sets each Warm white LED Lighting	20	22.75	455.00
LIGHTING:704RY RED 2 royal Palms 2 sets each RED LED Lighting	4	22.75	91.00
LIGHTING:704RY Warm White 2 Royal Palms 10 frowns each Warm white LED Lighting	20	22.75	455.00
			Subtotal: 1,001.00
TOTAL			<b>\$87,998.50</b>

Accepted By

Accepted Date

## References:

City Attached Forms on next Page

**Contractor Performance Report**

**City of Pompano Beach, Purchasing Division**  
**1190 N.E. 3rd Avenue, Building C**  
**Pompano Beach, Florida, 33060**

**CITY OF POMPANO BEACH  
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from 10/15/2018 to 01/15/2023
2. Contract Period: from 10/15/2018 to 01/15/2023
3. REP# & or P.O.#: N/A
4. Contractor Name: The Christmas Palace
5. City Department: N/A
6. Project Manager: Brandon Knips
7. Scope of Work (Service Deliverables): Aventura Mall - \$290,500.00  
342 30' Palms Trees installed with LED lights.  
108 Oak Trees installed with LED lights.  
102 LED Snowflakes installed on the exterior of 4 parking garages.  
3 Large outdoor LED displays installed.

## Contractor Performance Report

CATEGORY	RATING	COMMENTS
<b>1. Quality Assurance/Quality Control</b> - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	<b>3</b>
<b>2. Record Keeping</b> - Accurate record keeping - Proper invoicing - Testing results complete	Poor =1 Satisfactory =2 Excellent =3	<b>3</b>
<b>3. Close-Out Activities</b> - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	<b>3</b>
<b>4. Customer Service</b> - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	<b>3</b>
<b>5. Cost Control</b> - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	<b>3</b>
<b>6. Construction Schedule</b> - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	(Note: For Construction Projects Only)  <b>N/A</b>
<b>SCORE</b>	<b>3</b>	<b>ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED</b>

## RATINGS

**Poor Performance (1.0 – 1.59):** Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

**Satisfactory Performance (1.6 – 2.59):** Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

**Excellent Performance (2.6 – 3.0):** Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customer's expectations are exceeded.

**Contractor Performance Report**

Would you select/recommend this contractor again? Y Yes      No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

John Aleman

Ratings completed by (print name)

[Signature]

Ratings completed by signature

6/22/23

Date

John Aleman

Department Head (print name)

[Signature]

Department Head Signature

6/22/23

Date

John Aleman

Vendor Representative (print name)

[Signature]

Contractor Representative Signature

6/22/23

Date

Comments, corrective actions etc., use additional page if necessary:

I am thrilled to share my outstanding experience with The Christmas palace, the holiday lighting and decor installation vendor that has consistently delivered exceptional services to our Aventura Mall. Their unwavering commitment to excellence is evident in every detail of their work. The Christmas Palace team of skilled professionals flawlessly designs and installs breathtaking lighting displays that transform our mall into enchanting winter wonderlands. Their meticulous attention to detail ensures that every corner is adorned with exquisite lighting displays, shimmering lights, and festive accents, creating a captivating ambiance that captures the spirit of the season.

[Signature]

**Contractor Performance Report**

**City of Pompano Beach, Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060**

**CITY OF POMPAÑO BEACH  
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from 11/04/2017 to 01/07/2023
2. Contract Period: from 11/04/2017 to 01/07/2023
3. RFP# & or P.O.#: \_\_\_\_\_
4. Contractor Name: The Christmas Palace
5. City Department: \_\_\_\_\_
6. Project Manager: Brandon Knips
7. Scope of Work (Service Deliverables): Southeast Centers \$240,000.00  
Led lights, led designed displays & installation.  
Shopping centers seasonal decorations installation & removal.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Contractor Performance Report

CATEGORY	RATING	COMMENTS
<b>1. Quality Assurance/Quality Control</b> - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3 <b>3</b>	<b>Excellent response time.</b>
<b>2. Record Keeping</b> -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3 <b>3</b>	<b>Accurate invoices.</b>
<b>3. Close-Out Activities</b> - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3 <b>3</b>	<b>On time &amp; very professional.</b>
<b>4. Customer Service</b> - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3 <b>3</b>	<b>Excellent, Always a phone call away.</b>
<b>5. Cost Control</b> - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3 <b>3</b>	<b>Cost as quoted. Never had increases.</b>
<b>6. Construction Schedule</b> - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3 <b>3</b>	(Note: For Construction Projects Only) <b>Always on schedule. Always on top of things.</b>
<b>SCORE</b>	<b>3</b>	<b>ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED</b>

**RATINGS**

**Poor Performance (1.0 – 1.59):** Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

**Satisfactory Performance (1.6 – 2.59):** Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

**Excellent Performance (2.6 – 3.0):** Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customer's expectations are exceeded.

### Contractor Performance Report

Would you select/recommend this contractor again? ☐ Yes ☐ No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

Vivian Chirino

Ratings completed by (print name)

[Signature]

Ratings completed by signature

6/29/2023

Date

\_\_\_\_\_  
Department Head (print name)

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor Representative (print name)

\_\_\_\_\_  
Contractor Representative Signature

\_\_\_\_\_  
Date

Comments, corrective actions etc., use additional page if necessary:

**We have used The Christmas Palace over 15 years now in our shopping centers for**

**our holiday decorations and lighting. We have only great things to say about this**

**company. I would highly recommend them. They are a class act and wish more of our  
vendors were like them.**



**Contractor Performance Report**

City of Pompano Beach, Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060

**CITY OF POMPANO BEACH  
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from \_\_\_\_\_ to \_\_\_\_\_
2. Contract Period: from 2022 to RENEWABLE ANNUALLY
3. RFP# & or P.O.#: RFP 2022-02
4. Contractor Name: CITY OF HEALEAH GARDENS
5. City Department: PARKS & RECREATION
6. Project Manager: WALTER DUBON
7. Scope of Work (Service Deliverables):  
PROVIDE HOLIDAY LIGHTING AND DECORATIONS  
FOR THE CITY'S BOTANICAL GARDEN.

## Contractor Performance Report

CATEGORY	RATING	COMMENTS
<b>1. Quality Assurance/Quality Control</b> - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 <u>Excellent =3</u>	
<b>2. Record Keeping</b> -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 <u>Excellent =3</u>	
<b>3. Close-Out Activities</b> - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 <u>Excellent =3</u>	
<b>4. Customer Service</b> - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 <u>Excellent =3</u>	
<b>5. Cost Control</b> - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 <u>Excellent =3</u>	
<b>6. Construction Schedule</b> - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 <u>Excellent =3</u>	(Note: For Construction Projects Only)
<b>SCORE</b>	<u>3</u>	<b>ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED</b>

**RATINGS**

**Poor Performance (1.0 – 1.59):** Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

**Satisfactory Performance (1.6 – 2.59):** Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

**Excellent Performance (2.6 – 3.0):** Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customer's expectations are exceeded.

## Contractor Performance Report

Would you select/recommend this contractor again?   X   Yes      No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

WALTER DUBON

Ratings completed by (print name)

Walter J. Jones

**Ratings completed by signature**

6-23-23

Date \_\_\_\_\_

WALTER DUBON

Department Head (print name)

Walter D. Fisher

**Department Head Signature**

6-23-23

Date \_\_\_\_\_

Vendor Representative (print name)

**Vendor Representative (print name)**

Contractor Representative Signature

**Contractor Representative Signature**

Date \_\_\_\_\_

Date \_\_\_\_\_

Comments, corrective actions etc., use additional page if necessary:

*[The page contains faint horizontal lines, suggesting it was part of a lined document or notebook.]*

**Litigation:**

**N/A**

**City Forms: Attached on Next Page**



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 6/23/2023

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).

<b>PRODUCER</b> Keyes Coverage Insurance 5900 Hiatus Road Tamarac FL 33321		<b>CONTACT NAME:</b> Krystle Grilli <b>PHONE (A/C, No, Ext):</b> 954-724-7000 <b>FAX (A/C, No):</b> 954-724-7024 <b>E-MAIL ADDRESS:</b> kgrilli@keyescorverage.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> FCCI Insurance Co.	
		<b>INSURER B:</b> Monroe Guaranty Insurance Company	
		<b>INSURER C:</b> National Trust Insurance Co.	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 799245906 **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 INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL100044070-05	5/15/2023	5/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS OTHER:			CA100025425-05	5/15/2023	5/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB100025426-05	5/15/2023	5/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Y/N <input type="checkbox"/> N/A \$

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

## CERTIFICATE HOLDER

## CANCELLATION 30 Days Notice / 10 Days for Non-Pay

City of Pompano Beach  
 100 W Atlantic Blvd  
 Pompano Beach FL 33060

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/22/2023

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 have **ADDITIONAL INSURED** provisions or 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).

<b>PRODUCER</b> Mary Storti c/o Paychex Insurance Agency, Inc. 150 Sawgrass Drive Rochester, NY 14620	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (877) 266-6850 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> pbscerts@paychex.com														
<b>INSURED</b> Paychex PEO Holdings LLC Alt. Emp: ALL SEASONS 911 Panorama Trail South Rochester, NY 14625	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Zurich Insurance Company	40142	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES** **CERTIFICATE NUMBER:** 23FL0951019236 **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 INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 12-68-329-03	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
				Location Coverage Period:	06/01/2023	06/01/2024	Client# 07402745-FL

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

Coverage is provided for only those co-employees of, but not subcontractors to:  
 ALL SEASONS  
 9820 N W 77 AVE  
 HIALEAH GARDENS, FL 33016

## CERTIFICATE HOLDER

City of Pompano Beach  
 100 W Atlantic Blvd  
 Pompano Beach, FL 33060

## CANCELLATION

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

*Mary Storti*





**Proposed Walk Thru Ornament OVERSIZED**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/22/2023

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<b>PRODUCER</b> Mary Storti c/o Paychex Insurance Agency, Inc. 150 Sawgrass Drive Rochester, NY 14620	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (877) 266-6850 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> pbscerts@paychex.com														
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## COVERAGES

CERTIFICATE NUMBER: 23FL0951019236

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.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 12-68-329-03	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
				Location Coverage Period:	06/01/2023	06/01/2024	Client# 07402745-FL

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

Coverage is provided for only those co-employees of, but not subcontractors to:

ALL SEASONS  
 9820 N W 77 AVE  
 HIALEAH GARDENS, FL 33019

**APPROVED**

By Edgar P. Alba at 1:07 pm, Sep 20, 2023

## CERTIFICATE HOLDER

## CANCELLATION

City of Pompano Beach  
 100 W Atlantic Blvd  
 Pompano Beach, FL 33060

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

*Mary Storti*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2023

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<b>PRODUCER</b> Keyes Coverage Insurance 5900 Hiatus Road Tamarac FL 33321		<b>CONTACT NAME:</b> Krystle Grilli <b>PHONE (A/C, No, Ext):</b> 954-724-7000 <b>E-MAIL ADDRESS:</b> kgrilli@keyescorverage.com <b>FAX (A/C, No):</b> 954-724-7024	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> FCCI Insurance Co.	
		<b>INSURER B:</b> Monroe Guaranty Insurance Company	
		<b>INSURER C:</b> National Trust Insurance Co.	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 623842877

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		GL100044070-05	5/15/2023	5/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA100025425-05	5/15/2023	5/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ 1,000
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB100025426-05	5/15/2023	5/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Pompano Beach (100 W Atlantic Blvd., Pompano Beach, FL 33060) is included as additional insured in regard to the General Liability policy when required by written contract.

**APPROVED**

By Edgar P. Alba at 5:05 pm, Sep 14, 2023

## CERTIFICATE HOLDER

CANCELLATION 30 Days Notice / 10 Days for Non-Pay

City of Pompano Beach 100 W Atlantic Blvd Pompano Beach FL 33060	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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