

**AGREEMENT FOR HOLIDAY LIGHTING LEASE AND INSTALLATION SERVICES**

THIS AGREEMENT FOR HOLIDAY LIGHTING LEASE AND INSTALLATION SERVICES ("Agreement") is entered into by and between the CITY OF OCALA, a Florida municipal corporation ("City") and RILEIGHS OUTDOOR, LLC D/B/A CLARK SALES DISPLAY, a limited liability company duly organized in Delaware and authorized to do business in the State of Florida (EIN: 83-3166513) ("Vendor").

**WHEREAS**, on July 13, 2021, City issued an Invitation to Bid ("ITB") for the provision of holiday lighting lease and installation services, ITB No.: REC/210577 (the "Solicitation"); and

**WHEREAS**, one (1) firm responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Rileighs Outdoor, LLC d/b/a Clark Sales Display was found to be the lowest; and

**WHEREAS**, Vendor was chosen as the intended awardee to provide holiday lighting lease and installation services; and

**NOW THEREFORE**, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

**Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Work (A-1 through A-2)
- Exhibit B: Price Proposal (B-1 through B-4)
- Exhibit C: Technical Specifications (C-1 through C-3)
- Exhibit D: Vendor Proposal (D-1 through D-7)

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Vendor to perform its obligations under this Agreement as set forth

in the attached **Exhibit A - Scope of Work**. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** Vendor shall be paid a maximum limiting amount of **FOUR HUNDRED, FIFTY-ONE THOUSAND, EIGHT HUNDRED ONE AND 50/100 DOLLARS (\$451,801.50)** over the initial contract term in accordance with the pricing set in **Exhibit B – Price Proposal**. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.
  - A. **Pricing.** Vendor shall be compensated only for the actual units that are provided, installed, or constructed by Vendor. Items listed in **Exhibit B – Price Proposal** are priced as one all-inclusive unit cost for the entire season/year. Lease pricing includes installation, testing, maintenance, removal, and storage as described in **Exhibit A – Scope of Work**. City shall not pay any additional charges for the holiday display outside of the items listed in **Exhibit B – Price Proposal** and any optional or additional items approved for by City in writing.
  - B. **Invoice Submission.** Vendor shall submit invoices for leased holiday displays twice during each display year: (1) for 80% of the total amount due within **THIRTY (30)** days of installation; and (2) for 20% of the total amount due within **THIRTY (30)** days of removal. Vendor shall submit invoices for additional items purchased by City within **THIRTY (30)** days of providing said items. All invoices submitted by Vendor shall be itemized to reflect whether line items are leased or purchased and shall include the City Contract Number, an assigned Invoice Number, an Invoice Date. Original invoices shall be submitted through the responsible City Project Manager at: **Recreation and Parks Department, 828 NE 8<sup>th</sup> Avenue, Ocala, Florida 34470** Attn: **Amy Casaletto**, E-Mail: [acasaletto@ocalafl.org](mailto:acasaletto@ocalafl.org); Telephone: (352) 368-5517.
  - C. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager’s approval shall not be unreasonably withheld, conditioned, or delayed.
  - D. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor’s remedy or resolution of the inadequacy or defect.

- E. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.
  - F. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **OCTOBER 7, 2021** and continue in effect through and including **OCTOBER 6, 2024** (the "Initial Contract Term"). This Agreement may be renewed for **ONE (1)** additional **ONE-YEAR** (1-year) period by written consent between City and Vendor.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
  - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
- A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its quotation. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
- B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, procedures, or safety precautions or programs incident Vendor's furnishing and performing the work.
8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
- (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
  - (2) Vendor provides material that does not meet the specifications of the Agreement;
  - (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or



(4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

- B. **Vendor's Opportunity to Cure Default.** City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Vendor Default.** In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
  - (1) City shall be entitled to terminate this Agreement without further notice;
  - (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
  - (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
  - (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.
- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in

conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

9. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
11. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:
  - A. Vendor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
  - B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
  - C. Vendor has had an opportunity to visit, has visited, and has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Vendor's own investigation.
  - D. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
  - E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a vendor, supplier, subcontractor, or consultant under

a contract with any public entity; and (3) 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 36 months from the date of being placed on the convicted vendor list.

12. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
  - A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
  - B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures, and safety precautions or programs incident thereto.
  - C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
  - D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
  - E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.
13. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
14. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Vendor with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Vendor 's commercial automobile liability insurance policy must name, as additional insured, the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers.

16. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal injury, and advertising injury; and
- B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for contractual liability, products and completed operations, independent contractors, and property in the care, control or custody of the Vendor.
- C. Vendor's commercial general liability insurance policy shall include Endorsement CG 20 10 11 85, or equivalent, naming as an additional insured the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Vendor shall ensure any and all subcontractors have coverage as required by applicable statutes. Vendor is not required to name City as an additional insured under the policies, but a subrogation waiver endorsement is required. **Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.**

18. **MISCELLANEOUS INSURANCE PROVISIONS.**

- A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided.** Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.
- B. Deductibles. Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City. Vendor is responsible for the amount of any deductible or self-insured retention.

C. Certificates of Insurance. Vendor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating\* of at least an A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate as the certificate holder should be: **City of Ocala, Contracting Department- 3<sup>rd</sup> Floor, 110 SE Watula Ave, Ocala, FL 34471, e-mail: [vendors@ocalafl.org](mailto:vendors@ocalafl.org)**. Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

\*Non-rated insurers must be pre-approved by the City Risk Manager.

D. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.

E. Severability of Interests. Vendor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

F. Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.

19. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and

responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

20. **TRAFFIC CONTROL AND BARRICADES.** Vendor shall mitigate impact on local traffic conditions to all extents possible. Vendor is responsible for establishing and maintaining appropriate traffic control and barricades. Vendor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement. City shall provide lane closure services for the installation and removal of palm tree lighting along State Road 40 (Silver Springs Boulevard).
21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
22. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
23. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
24. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby



permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

25. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.
26. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

29. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
  - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - C. 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 Vendor does not transfer the records to the public agency.
  - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.org](mailto:clerk@ocalafl.org); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

30. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
31. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

32. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
33. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
36. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination

of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

38. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Clark Sales Display  
Attention: Michael Lee  
P.O. Box 1007  
Tavares, Florida 32778  
Phone: 352-343-5889  
Fax: 352-343-0194  
E-mail: [sales@clarkschristmas.com](mailto:sales@clarkschristmas.com)

If to City of Ocala:

Tiffany Kimball, Contracting Officer  
110 SE Watula Avenue, 3rd Floor  
Ocala, Florida 34471  
Phone: 352-629-8366  
Fax: 352-690-2025  
E-mail: [tkimball@ocalafl.org](mailto:tkimball@ocalafl.org)

Copy to:

Robert W. Batsel, Jr.  
Gilligan, Gooding, Batsel & Anderson, P.A.  
1531 SE 36<sup>th</sup> Avenue  
Ocala, Florida 34471  
Phone: 352-867-7707  
Fax: 352-867-0237  
E-mail: [rbatsel@ocalalaw.com](mailto:rbatsel@ocalalaw.com)

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including,

without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
44. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
49. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.



51. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on 10 / 05 / 2021.

**ATTEST:**

**CITY OF OCALA**

*Angel B. Jacobs*  
Angel B. Jacobs  
City Clerk

*Justin Grabelle*  
Justin Grabelle  
City Council President

**Approved as to form and legality:**

**RILEIGHS OUTDOOR, LLC  
D/B/A CLARK SALES DISPLAY**

*Robert W. Batsel, Jr.*  
Robert W. Batsel, Jr.  
City Attorney

*Michael Lee*

By: Clark Sales Display  
(Printed Name)

Title: General Manager  
(Manager/Member)

**INTRODUCTION**

1. Vendor will provide lease and installation services for holiday decorations.
2. Vendor will provide all labor, materials, supervision, tools, equipment, and vehicles necessary to perform the work as outlined within this Scope of Work, Exhibit B – Price Proposal and Exhibit C – Technical Specifications.

**ANNUAL DISPLAY**

1. **Annual Display Period:**
  - START:** two (2) weeks prior to Thanksgiving Day holiday
  - END:** the Friday before the Martin Luther King Jr. holiday
2. **Annual Installation and Maintenance:**
  - A. Decorations shall be completely installed and fully functional no later than two (2) weeks prior to the Thanksgiving Day holiday.
  - B. Tree installation shall not be completed any sooner than November 6<sup>th</sup> of each year. All other installation shall begin in October of each year and carry over to November.
  - C. Provide one crew to be present during a scheduled Light Up Ocala pre-lighting with the City to make any necessary repairs.
    - a. This event will take place the week before the Thanksgiving holiday, normally on a Wednesday and will be scheduled annually with the City Project Manager.
    - b. This a nighttime event and Vendor will need to be on-site in downtown Ocala from approximately 3:00 AM to 7:00 AM or until all lighting has been verified to be fully functional and repaired if needed.
  - D. Fully test and maintain the displays during the entire time they are operational.
  - E. Check and re-lamp all broken and/or discolored lights on all displays each year to ensure 100% uniformity & illumination.
  - F. Wire brush, re-tape and re-paint/touch up displays every year to cover any abrasions that may occur during installation, transit, and storage.
  - G. Maintain the installed holiday decorations during the display period and prior to installation in any successive year.
3. **Annual Removal and Storage:**
  - A. Completely remove the entire display no later than the Friday before the Martin Luther King Jr. holiday each year.
  - B. Store the holiday decorations until they are to be displayed again the following year.
4. **Repairs:** Vendor must respond to a request for repairs within 24 hours of notification.
  - A. **Corrective Repairs:** Provide for no additional charge to City, follow-up, or call-back work to correct improper repairs or installation of substandard materials furnished by the Vendor, or faulty workmanship by the Vendor (this does not include vandalism, pilferage, and force majeure).

- B. **Additional Repairs:** Provide an itemized quote to the City for repairs due to vandalism, pilferage, and force majeure. Complete repairs within 48 hours of City's approval.
- 5. **Quantities:**
  - A. Quantities provided are representative of a typical annual program; but may vary year to year to meet City's needs.
  - B. The City reserves the right to delete certain displays from the contract as necessary.
  - C. By September 1<sup>st</sup> of each year, Contractor shall meet with the City to firm up the plan for the current year program.

### CITY RESPONSIBILITIES

1. Provide single phase service with 14-20 amp breaker and outlets needed to power tree.
2. Coordinate and provide lane closure services for palm tree lighting installation and removal on State Road 40.
3. City will provide and install lighting of oak trees on the downtown square.

### VENDOR RESPONSIBILITIES

1. Install approved holiday decorations at locations outlined in this bid prior to the display period.
2. Ensure that the holiday displays perform as specified for the entire display period.
3. Have a thorough understanding of all the requirements of this bid and fully train and instruct its employees in the standards, tasks, and equipment for performance of the requirements.
4. The Vendor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
5. Vendor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Vendor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.

### SUB-CONTRACTORS

1. The Vendor must perform 70% of the work with their own forces.

### SAFETY

1. Confine all equipment, apparatus, storage of materials, and operation of its employees to the limits indicated by Law, regulations including OSHA, ordinances, permits, or direction of the Project Manager, and shall not unreasonably encumber the premises with its materials.
2. The Vendor shall be fully responsible for meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, etc.

3. In no event shall the City be responsible for any damages to any of the Vendor's equipment or clothing lost, damaged, destroyed or stolen.
4. Storage and adequate protection of all material and equipment will be the Vendor's responsibility.

### VENDOR EMPLOYEES AND EQUIPMENT

1. Vendor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope.
2. The Vendor shall provide an assigned Project Manager, who will be the primary point of contact. Vendor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Vendor must each be promptly notified by the other of any complaints received.
4. The employees of the Vendor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Vendor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of his employees.
6. Vendor must possess all required equipment to perform the work including at least one (1) lift truck to provide any emergency repairs. A list of equipment shall be provided to the City upon request.
7. All company trucks and uniforms must have a visible company name/logo.

### PRODUCTS DISPLAY SUBSTITUTIONS

1. **Additional Display Options and Substitutions:** If Vendor has displays different from what we are requesting, or optional additions to what we are requesting, they must submit photos of optional additions or substitutions.
  - A. All additional display submissions must also include pricing.
  - B. City reserves the right to deny any substitution requests and approve or deny additional display options

### PRICING

1. The City will pay the Vendor only for the actual units the Vendor provides, installs, or constructs.
2. Items in Price Proposal are priced as one all-inclusive unit cost for the entire season/year. Lease pricing includes installation, testing, maintenance, removal, and storage as described in the Scope of Work. The City will not pay any additional charges for the holiday display outside of the items in Exhibit B - Price Proposal and approved additional items. However, optional items indicated for purchase will be priced as a one-time cost for providing the items to the City.



## Exhibit B - Price Proposal

Proposer name	Proposer Location
<b>CLARK SALES DISPLAY</b>	<b>TAVARES, FLORIDA</b>

Item	Description	Qty	UOM	Unit Cost	Extended Cost
1	<p><b>Small Palm Trees</b> - Tight spiral wrap trunks (4"-6" spacing) and bottom frond spine with LED mini lights (green lights on trunk and red lights on fronds)</p> <p>Eight (8) Located on both sides of Broadway starting west of Magnolia to 1st Street</p> <p>Two (2) palms on SE 1st Avenue in front on hotel entrance</p> <p>Five (5) Parking Garage on Osceola Avenue</p> <p>Four (4) Parking Garage on Fort King Street</p>	19	EA	\$253.00	<b>\$4,807.00</b>
2	<p><b>Medium Palm Trees</b> -Tight spiral wrap trunks (4"-6" spacing) and bottom frond spine with LED mini lights (green lights on trunk and red lights on fronds)</p> <p>Five (5) on the west side of Magnolia across from the square</p> <p>Six (6) in the square not including extra tall palms,</p> <p>Four (4) on SE Broadway across from the square,</p> <p>Five (5) on SE Broadway [4] northside of road next to hotel [1] on south side of road</p> <p>Six (6) on S Magnolia between Broadway and Fort King street Seven (7) palms located on State Road 40 adjacent to the Square</p> <p>Six (6) palms located on NE 1st Avenue between SR40 and NE 1st Street (two [2] on the east side of road and four [4] on the west side of road)</p> <p>Three (3) palms located on N Magnolia between SR40 and NE 1st Street</p> <p>Eleven (11) palms located in North Parking Lot outer perimeter located on NE 1st Street</p> <p>Three (3) palms located in center of the North Parking lot located on NE 1st Street</p> <p>Four (4) palms located in Tusawilla park behind the American Legion building along waters edge</p>	60	EA	\$395.00	<b>\$23,700.00</b>
3	<p><b>Large Palm Trees</b> - Tight spiral wrap trunks (4"-6" spacing) and bottom frond spine with LED mini lights (green lights on trunk and red lights on fronds)</p> <p>Eight (8) palms located around the square</p> <p>Three (3) palms in MCA Courtyard on SW Broadway</p> <p>Six (6) palms located in Tusawilla Park at Palm Point (including entire palm that hangs over the pond)</p>	17	EA	\$690.00	<b>\$11,730.00</b>
4	<p><b>Palm Tree Medium - Citizens Circle Palm Island</b></p> <p>Tight spiral wrap trunks (4"-6" spacing) and bottom frond spine with led mini lights Four (4) trees to be wrapped in red lights with fronds in green lights. Four (4) trees to be wrapped in green lights with fronds in red lights. alternating the two (2) colors</p>	8	EA	\$391.00	<b>\$3,128.00</b>



## Exhibit B - Price Proposal

5	<p><b>Palm Tree Medium - S Curve Median located at SE 10th Street and SE 1st Avenue</b> - Tight spiral wrap trunks (4"-6" spacing) and bottom frond spine with led mini lights Three (3) trees to be wrapped in red lights with fronds in green lights. Three (3) trees to be wrapped in green lights with fronds in red lights. alternating the two (2) colors</p>	6	EA	\$391.00	<b>\$2,346.00</b>
6	<p><b>Palm Tree Small - North Magnolia Median Split</b> Tight spiral wrap trunks (4"-6" spacing) and bottom frond spine with led mini lights Six (6) trees to be wrapped in red lights with fronds in green lights. Six (6) trees to be wrapped in green lights with fronds in red lights. alternating the two (2) colors</p>	12	EA	\$253.00	<b>\$3,036.00</b>
7	<p><b>Pole Trim - Unlighted Natural Opaque Garland</b> - 25'- 6" natural opaque (non-branch) garland pole trim to be spiral wrapped on lamp post with two (2) 24" red glitter bows affixed to the top of the pole just below light. Five (5) - On SE 3rd Street (From Watula Avenue to Osceola Avenue) Six (6) - On SE 4th Street (From Osceola to SE 4th Avenue) Eight (8) - On SE 3rd Avenue (From SE 3rd Street to SE 5th Street) Twelve (12) - On Magnolia (Between SR40 and and Fort King Street) Seventeen (17) - On W Fort King Street (SW 1st Ave to 441) Twelve (12) - On SW Broadway (From Osceola to SW 1st Avenue) Twenty-seven (27) - On SW Broadway (West of 441 to SR40 Merge - 1632 SW Broadway Street) Twenty-three (23) - On SR40 (From SW 3rd Avenue to NE Watula Avenue - both sides of the street) Twenty-two (22) - In the Train Station 501 NE 1st Avenue Five (5) - In the City Hall parking lot</p>	137	EA	\$98.50	<b>\$13,494.50</b>
8	<p><b>Pole Trim - Lighted Natural Opaque Garland</b> - 25'- 6" lighted natural opaque (non-branch) garland pole trim to be spiral wrapped on lamp post with two (2) 24" red glitter bows affixed to the top of the pole just below light. Seven (7) - On SW 1st Avenue (From SR40 to Fort King Street) Twenty-eight (28) - On Fort King Street (From SE Watula Avenue to SW 1st Avenue) Seventeen (17) - On SW Broadway (From SW 1st Street to 441) Eleven (11) - On SE Broadway (From Osceola Avenue to NA Watula Avenue) Fifty-Four (54) - On Osceola Avenue (North &amp; South) (From SE 3rd Street to Tusawilla Art Park *including 4 in old drive thru by Citizens Circle) Seven (7) - On NE 1st Street (From Magnolia to Osceola) Three (3) - On NE 1st Avenue (From SR40 to NE 1st Street) Fifteen (15) - In the Tusawilla Art Park Nine (9) - On NE Watula Avenue (From SR40 to NE 4th Street) *West side of road ONLY</p>	151	EA	\$140.00	<b>\$21,140.00</b>





## Exhibit B - Price Proposal

9	<p><b>Pole Trim - Natural Branch Garland</b>                  25' natural branch garland pole trim with two (2) 24" red glitter bows to be spiral wrapped around the lamppost located in the square area.                  Nine (9) - Within Citizens Circle                  Nineteen (19) - Within the Square</p>	28	EA	\$140.00	<b>\$3,920.00</b>
10	<p><b>Pole Trim and Wreaths - Citizens Circle</b>                  5' split lamppost wreath decorated with metallic ornaments and warm white mini lights and two (2) 24" red glitter bows to be installed on small lamp poles. 25' natural branch garland with warm white mini lights to be spiral wrapped on lamp post. Wreaths mount up and over light pole. Two (2) pole on front side of City Hall on each side of entrance stairs, Two (2) on Citizen Circle side on each side of the stage.</p>	4	EA	\$320.00	<b>\$1,280.00</b>
11	<p><b>Panel Tree</b> - Panel tree to be located on the downtown square or other area designated by the City: New (unused) 50' animated panel tree including 3D star topper, complete with ornamentation</p>	1	EA	\$29,150.00	<b>\$29,150.00</b>
12	<p><b>Gazebo</b> - Fully decorated with the following products:                  Eight (8) 11' sections of 14-4-2 branch garland with random c7 cool white LED lights to be swag on bottom rails with one (1) peak in the middle of each railing (Eight [8] sections total, each to have end to end plugs for easy connection of the front two [2] railings that will be removed during special events). Sixty-five (65) Polycarbonate icicle with internal cool white animated LED snowfall lighting (Size 5", 7", 12" and 18" tubes to be randomly hung under eve of gazebo). 110+ feet of c7 cool white LED lights to be affixed to the eight (8) peaks around the gazebo. Clear acrylic clips will be attached to the peaks for a straight and uniform perimeter lighting effect.</p>	1	EA	\$2,195.00	<b>\$2,195.00</b>
13	<p><b>Holly Bush - Citizens Circle</b>                  Light five (5) holly bushes with approximately three (3) sets each of warm white led mini lights (total of 15 sets)</p>	5	EA	\$84.00	<b>\$420.00</b>
14	<p><b>Magnolias - Citizens Circle</b>                  Light magnolia tree with approximately twenty (20) sets of warm white led mini lights</p>	2	EA	\$715.00	<b>\$1,430.00</b>
15	<p><b>Decorative Garland</b> - 179 S Magnolia Avenue Decorate horizontal decorative sign holder with branch garland, complete with ornamentaion and 2-24" Red Glitter Bows mounted at the end (one on each side).</p>	6	EA	\$105.00	<b>\$630.00</b>
16	<p><b>Ice Drop - Citizens Circle</b>                  Mix of 12", 20", 32" &amp; 40" LED ice drop tubes installed in the six (6) oak trees in the Citizens Circle area. Trees will average 70 tubes per tree.</p>	6	Tree	\$2,170.00	<b>\$13,020.00</b>
17	<p><b>Ice Drop - E Fort King Street</b>                  Mix of 12", 20", 32" &amp; 40" LED ice drop tubes installed in the three (3) oak trees along E Fort King Street in the City Hall parking lot. Trees will average 70 tubes per tree.</p>	3	EA	\$2,170.00	<b>\$6,510.00</b>



## Exhibit B - Price Proposal

18	<b>Ice Drop Tusawilla Park Oak Grove Trees</b> Mix of 12", 20", 32" & 40" LED ice drop tubes installed in the three (3) oak trees in the area of the outdoor stage. Trees will average eight-five (85) tubes per tree.	3	EA	\$2,635.00	<b>\$7,905.00</b>
19	<b>Tusawilla Group Pavilion Perimeter</b> -Tusawilla Park Group Pavilion: (perimeter lighting) Outline lower perimeter canopy of train station with c7 led lights on 12" center. Lights will be evenly outlined as illustrated pictures. Lighting approx 230'+	1	EA	\$759.00	<b>\$759.00</b>
20	Optional - Male quick connect slide on plugs	20	EA	\$0.95	<b>\$19.00</b>
21	Optional - Female quick connect slide on plugs	20	EA	\$0.95	<b>\$19.00</b>
22	Optional - 24" red glitter bow (lease option) Contractor Installed	1	EA	\$50.00	<b>\$50.00</b>
23	Optional - 24" red glitter bow (purchase option) Owner Installed	1	EA	\$110.00	<b>\$110.00</b>
24	Optional - 25' natural branch garland pole trim with two (2) 24" red glitter bow (lease option) Contractor Installed	1	EA	\$140.00	<b>\$140.00</b>
25	Optional - 25' natural branch garland pole trim with two (2) 24" red glitter bow (purchase option) Owner Installed	1	EA	\$415.00	<b>\$415.00</b>
26	Optional - All other outdoor holiday decorations sold by vendor to be at what percent off current year catalog prices.	1	EA	\$22.00	<b>\$22.00</b>
<b>Annual Amount*:</b>				<b>\$150,600.50</b>	
<b>Initial 3-Year Term Contract Amount*:</b>				<b>\$451,801.50</b>	

\* Totals exclude optional items.

**PANEL TREE REQUIRED SPECIFICATIONS**

1. In the first year of the contract and first year of a renewal, a new (unused) fifty-foot (50') animated panel tree including the eight foot (8') 3D star must meet the below listed specifications.
2. In the second and third years of the contract term (or renewal) the same tree from year one shall be provided.
3. Tree garland to be a natural, two-tone green opaque color (5.2 mil), branch size 4.5" diameter with a total width of fourteen inches (14"), with two (2) branches every four inches (4"). Branch garland will be affixed to the four foot (4') panels framework.
4. 11,500+each c7 retro fit led lights (red, green, blue, & strobes)
5. 85+ each 24" UV red fine cut glitter bows
6. 1818+ each ornaments sized from four inches (4") to eight inches (8") in size, using traditional holiday colors (red, gold, blue, silver, & green). Each ornament to be equipped with a solid 18-gauge wire strung through a drilled hole at the top of each ornament to prevent any detachments from being installed on the panel tree, (no plastic caps or inserts).
  - a. 606+ each 4" round ornaments
  - b. 909+ each 6" round ornaments
  - c. 303+ each 8" round ornaments
7. Custom programmed light animation to consist of eleven (11) individual rows with four (4) individual channels per row (red, green, blue, and strobe lights), forty-five (45) individual channels programmed to randomly fade from color to color, fade up & down, stagger colors in between rows, random flicker, and fades of colors. (please submit video of work)
8. Animation control hardware to consist of six (6) Light-O-Rama (or equivalent) controllers with Light-O-Rama mini director.
9. Frame to consist of a twenty-three foot (23') diameter base with four foot (4') stackable rings built on top of each other with a six foot (6') cone topper. The bottom two (2) rings (eight foot [8'] overall height) must have expanded metal security grids welded into the framework with one (1) lockable access door on bottom ring. Framework is built with one inch (1") square tubing attached with approx 220 u-bolts. Framework to be guy wired internally to eliminate any external guy wires.

**PALM TREE WRAP AND SHRUB MINI LIGHTS REQUIRED SPECIFICATIONS**

1. Lights must be wrapped with a space of no more than five inches (5") apart. All male and female connections must be taped together to prevent any water intrusion. All palm tree trunks to be wrapped with green led lights sets with the bottom fronds to be outlined with red led lights. All small shrub style bushes to be wrapped in warm white led.
  - A. **Certifications:** UL, Energy Star
  - B. **Lights:** Seventy (70) 5mm led wide angle warm white, red and green, full wave, steady (not twinkle), twist proof, non-removable

## Exhibit C – TECHNICAL SPECIFICATIONS

- C. **Dimensions:** Six inch (6") lead, four inch (4") spacing, six inch (6") tail, twenty-four foot (24.0') total length
  - D. **Power:** 4.83 total watts, 0.069 watts per bulb, 120 volt, forty-three (43) max sets connected
  - E. **Plugs:** Fused/stackable male plug, end-to-end connectors
  - F. **Wire:** Green wire, 22-gauge
2. **Features:**
- A. Bulbs shall be virtually unbreakable, and colors never fade, chip or crack
  - B. LED bulbs remain cool to the touch
  - C. If one light goes out, the rest stay lit
  - D. Tighter twist wire to reduce tangling for a cleaner look
  - E. Indoor/outdoor use
  - F. Three (3) year warranty

## POLE TRIM GARLAND WRAP WITH RED GLITTER BOWS REQUIRED SPECIFICATIONS

1. **Unlighted:** Twenty-five feet (25') of six inch (6") diameter rope style 1/8" fine cut natural two/one green opaque garland (light & dark green PVC film 5.2 mil, bound together with two (2) 17 gauge wire that has been machine twisted at a 3: 1 ratio) to be evenly spiral wrapped, all at the same slight angle on select downtown poles. Garland to be attached to the pole with heavy duty 175lbs tensile strength UV tie wraps.
2. **Lighted:** Twenty-five feet (25') of six inch (6") diameter rope style 1/8" fine cut natural two/one green opaque garland (light & dark green PVC film 5.2 mil, bound together with two (2) 17 gauge wire that has been machine twisted at a 3: 1 ratio with C7 retro fit green LED lights placed every six inches (6") on 18-gauge wire (fifty [50] total lights to be evenly spiral wrapped), all at the same slight angle on select downtown poles. Garland to be attached to the pole with heavy duty 175lbs tensile strength UV tie wraps.
3. **Branch garland unlighted:** 14-4-2 natural two/one green opaque color, branch size 4.5" diameter with a total width of fourteen inches (14"), with two (2) branches every four inches (4"). Petals are 1/8" fine cut natural two/one green opaque garland light & dark green PVC film 5.2 mil, bound together with two (2) 17 gauge wire that has been machine twisted at a 3: 1 ratio.
4. **Red glitter bows:**
  - A. Twenty-four inch (24") heavy duty vinyl plastic (23 mil minimum) with reinforced wooden inner support structure.
  - B. Glitter to be a minimum .008hex fire red poly\*flake UV glitter applied to both sides of bow.
  - C. Mounting clip must be attached to the back of wooden support structure of bow, standard stainless steel band-it brack-it part no. D02189 (or equivalent) to be used to keep bow in the correct mounting position. Affixed with a minimum of one (1) heavy duty 175lbs tensile strength UV tie wrap.

**ICE DROP LIGHTS REQUIRED SPECIFICATIONS**

1. Twelve inch (12") tubes have thirty-two (32) individual LED lights placed on both sides of circuit controller inside the tube.
2. Twenty inch (20") tubes have sixty-four (64) individual LED lights placed on both sides of circuit controller inside the tube.
3. Thirty-two inch (32") tubes have ninety-six (96) individual LED lights placed on both sides of circuit controller inside the tube.
4. All tubes operate independently on random speeds of trailing light falling.
5. Ice drop lights operate on 12v low voltage transformer.

**POLE MOUNT DISPLAYS REQUIRED SPECIFICATIONS**

1. Light poles to be decorated with a combination of seven feet (7') to eight feet (8') holiday displays, which can include, eight feet (8') stockings, eight feet (8') soldiers, eight feet (8') double flower poinsettias, four feet (4') to five feet (5') wreaths, candles, and a variety of trees.
2. All garland style pole mounts to be equipped with heavy duty c9 eagle type twist on sockets on 14 gauge wire.
3. All silhouette style displays to have c7 retro-fit led style sockets taped to the frame for maximum visual awareness.
4. Vendor must have at least twenty-five (25) different styles of pole mount displays in there working inventory to choose from.
5. All mounting hardware for the poles must be secured with at least five (5) stainless steel bands for decoration over five feet (5') in height.

**PLUG REQUIRED SPECIFICATIONS**

1. **Plugs:** 18/2 slide on male plug white
2. **Wire Insulation:** SPT1 ,18/2
3. **Amp Capacity:** 10
4. **Color:** white
5. **Usage:** indoor/outdoor

# Clark Sales Display

OCALA HOLIDAY DECORATIONS: Solicitation ITB# REC/210577

## CITY OF OCALA,

OCALA, FLORIDA



RESPONSE TO:

**Solicitation ITB# REC/210577**

**WEDNESDAY –AUGUST 04, 2021 2:00p.m.**

**LEASE / INSTALLATION OF ANIMATED HOLIDAY TREE**

FOR THE CITY OF OCALA, FLORIDA

**Clark Sales Display**

PO BOX 1007

TAVARES, FLORIDA 32778

352-343-5899 // FAX 352 343 0194 // SALES@CLARKSCHRISTMAS.COM

[WWW.CLARKSCHRISTMAS.COM](http://WWW.CLARKSCHRISTMAS.COM)



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## SECTION C- Project Management & approach:

### Project Organization:

Once the project is awarded, Michael Lee will work with the City of Ocala, regarding any alterations or additions requested for this project. Once the displays and measurements are finalized and a firm start date is given installation will be scheduled. Custom displays will be manufactured per specifications (approx. 4-week production), inspected, touched up and loaded on box trucks with all installation materials. Crews will be on site for approximately 1-2 weeks and will have all displays operational by the cities stated deadline, barring inclement weather and / or acts of God.

**Week #1-2: 2-4** Cargo trucks, a crew of 3-9 employees, & company bucket trucks will arrive to the job location; Lee Clark will go over the final details with the lead installer and the displays will be unloaded, laid out in their proper areas and checked for broken bulbs from the transport and then will be installed as required, multiple crews will work in different areas simultaneously throughout the install.

**Week# 2** Final Clean-up of all locations and final adjustments on any displays lighting and framework. Display will be checked for proper electrical loads and any concerns will be addressed with the proper City of Ocala official.

**During the Season:** Any questions or repair needs will be addressed by Michael Lee. Clark Sales Display have many jobs surrounding the area and will be able to provide the fastest response time as we always have crews nearby, guaranteeing a response of less than 24 hours as requested. We stock all material in house and have backups for just about every item being proposed.

**Following the season** Clark Sales Display crews will begin take-down of displays after January 1<sup>st</sup> or another mutually agreed upon date. Allow 4-8 days for removal of the displays. After trucks are loaded all displays will be transported back to our Tavares warehouses were, they will be shelved inside our 40,000 square ft storage facility and refurbished through the year.

## SECTION D – Value added service:

Clark Sales Display has many values added service to offer their customers including a list of the following:

1. CSD manufactures all their garland pole wraps that are proposed within in this RFP giving our customer a quick turnaround time for last minute additions that often happen.
2. CSD has one of the largest rental inventories of Holiday decorations in Florida giving our customers 100's of last-minute opportunities' to add items to areas that the City may want to add.
3. CSD Also stocks in there Tavares warehouse a full line of lighting supplies (LED bulbs, mini lights, wire & sockets etc..) for direct sales

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## SECTION G- ACCEPTANCE OF BASE AGREEMENT

Clark Sales Display accepts all terms and conditions as required by the RFP

With the following exceptions:

1. PRIOR TO REQUESTING SERVICE, THE CITY WILL NEED TO CONFIRM THAT ALL POWER IS WORKING PROPERLY AT THE OUTLET WHERE LIGHTS AND DECORATIONS ARE PLUGGED INTO. CONFIRMING THAT THERE IS AT LEAST 120 VOLT OUTPUT.
2. THEFT OF LIGHT BULBS, ORNAMENTS, ETC. ARE NOT A SERVICE ISSUES, CLARK SALES DISPLAY WILL PROVIDE INCANDESCENT REPLACEMENT BULBS TO THE CITY, IF REQUESTED. (LED BULBS WILL BE CHARGED AT MARKET VALUE)
3. ANIMATED TREES TYPICALLY HAVE A 12-15 SECOND DELAY ON POWER UP AS THE ANIMATION CONTROLLERS ARE A TYPE OF COMPUTER THAT BOOTS UP.
4. CUSTOMER IS RESPONSIBLE FOR TURNING TREE ON AT SPECIFIC TIME.
5. CLARK SALES DISPLAY CAN NOT ALTER PROGRAMMING WITHING 1 DAY. PROGRAMMERS TURN AROUND TIME IS 30 – 60 DAYS.
6. TREE AND ELECTRONICS IS OUTDOOR RATED WEATHER RESISTANT NOT WATERPROOF.
7. CITY IS RESPONSIBLE FOR RESETTING GFCI RECEPTACLES. HOLIDAY TREE MUST DRY AND FREE OF MOISTURE, RAIN, WATER, LIQUIDS ETC PRIOR TO RESESTING GFCI.
8. CLARK SALES DISPLAY WILL PROVIDE 45' BUCKET TRUCK TO ASSEMBLE AND DISASSEMBLY OF TREE.
- 9.

## SECTION H- EQUIPMENT AND TECHNOLOGY.

TREE INFORMATION:

1. Tree is made up of 9- 4' rings with 1 -6' cone topper and 1- 8' 3D Star. (50' overall height), with 101 individual panels that hang on tree frame.
2. Bottom 2 rows 4' rows will come equipped with a (8 feet from the ground) metal mesh security wire with a single lockable door for access into the tree.
3. 6- commercial Light O Rama animation controllers with MP3 mini director to run the light show.
4. TREE WILL HAVE 11500+ C-7 LED LIGHTS (RED, GREEN, BLUE) & OVER 500 INDIVIDUAL STROBE LIGHTS WITH A TOTAL POWER DRAW OF 19500 WATTS/162 AMPS.
5. BASE DIAMETER 23'
6. TREE WILL BE COMPLETE WITH OVER 2200 4" - 8" LARGE METALLIC ORNAMENTS IN TRADITIONAL HOLIDAY COLORS. (RED, GREEN, BLUE, GOLD, & SILVER)
7. TREE WILL BE EQUIPPED WITH ANIMATION CONTROL TO OPERATE 3 COLORS & STROBES INDEPENDENTLY PER ROW, THE EFFECTS WILL GO FROM ALL RED TO GREEN TO BLUE TO ALL COLORS BUILDING UP AND DOWN, ALL LIGHTS ON AND OR 1, 2COLORS AT A TIME.
8. \*\* 14 OUTLETS WITH INDIVIDUAL 20 AMP BREAKER PER OUTLET WILL BE REQUIRED \*\*
9. Video example: <https://vimeo.com/user22269468> ; <https://www.clarkschristmas.com/videos>

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OCALA HOLIDAY DECORATIONS: Solicitation ITB# REC/210577



D-6



# Clark Sales Display

OCALA HOLIDAY DECORATIONS: Solicitation ITB# REC/210577



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<b>TITLE</b>	For Signature: Holiday Lighting Lease and Installation...
<b>FILE NAME</b>	For Signature - C... - REC 210577.pdf
<b>DOCUMENT ID</b>	2ca0a9365df4463271a66eea8b3be98d80c3b709
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
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## Document History



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**09 / 21 / 2021**

16:55:11 UTC-4

Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Justin Grabelle (jgrabelle@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org) and Clark Sales Display (sales@clarkschristmas.com) from plewis@ocalafl.org  
IP: 216.255.240.104



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09:47:23 UTC-4

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**09 / 22 / 2021**

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15:06:16 UTC-4

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<b>FILE NAME</b>	For Signature - C... - REC 210577.pdf
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**09 / 27 / 2021**  
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**10 / 05 / 2021**  
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