

AGREEMENT FOR HOLIDAY LIGHTING AND DÉCOR SERVICES

THIS AGREEMENT FOR HOLIDAY LIGHTING AND DÉCOR SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **SHELLARD LIGHTING DESIGNS, LLC** a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 82-1274837) ("Vendor").

WHEREAS, on June 26, 2025, City issued a Request for Proposal ("RFP") for the provision of holiday lighting and décor services for the City of Ocala annual holiday lighting program, RFP No.: REC/250674 (the "Solicitation"); and

WHEREAS, four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the Proposal submitted by Shellard Lighting Designs, LLC received the highest score from the City's Selection Committee; and

WHEREAS, Vendor was chosen as the intended awardee to provide holiday lighting and décor services for the City's annual holiday lighting program (the "Project"); and

WHEREAS, Vendor certifies that Vendor is qualified and possesses the required experience and licensure.

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 and the quote submitted by Vendor in response to same (the "Solicitation Documents"). 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.

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

- Exhibit A: Scope of Work (A-1 through A-8)
- Exhibit B: Price Proposal (B-1 through B-2)
- Exhibit C: Additional/Optional Pricing for Displays (C-1 through C-9)
- Exhibit D: Vendor Proposal (D-1 through D-23)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D.

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 and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Vendor an amount no greater than **FIVE HUNDRED EIGHT THOUSAND, TWENTY-THREE AND NO/100 DOLLARS (\$508,023)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance

of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

- A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Vendor's proposed price increases. Vendor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Vendors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.
- 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, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Recreation and Parks Department**, Attn: **Amy Casaletto, 8258 NE 8th Avenue, Ocala, Florida 34470**, E-Mail: acasaletto@ocalafl.gov.
- 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. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- 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 judgments at the highest rate as allowed by law.

- F. **Amounts Due to the City.** Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
- G. **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. **TERM OF AGREEMENT.** This Agreement shall become effective and commence on **SEPTEMBER 17, 2025**, and continue in effect for a term of **THREE (3) YEARS**, through and including **SEPTEMBER 16, 2028** (the "Term"). This Agreement may be renewed for up to **THREE (3)** optional **ONE (1) YEAR** periods 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 City Project Manager.
 - A. The City 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 Bid. The authority vested in the City 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 City Project Manager's review of Vendor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any

responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction 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 City 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. **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.
10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
11. **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.
12. **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 is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - D. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, vendors, 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.

13. **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.

14. **WARRANTY.** Vendor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.

- A. Vendor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.
- B. Vendor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.
- C. Vendor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.

15. **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.
16. **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.
17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
18. **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 and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Vendor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
 - A. Vendor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Vendor shall waive and shall ensure that Vendor's insurance carrier waives all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
20. **ADDITIONAL INSURANCE REQUIREMENTS.**
 - A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting

Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.

- B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. **Certificates of Insurance.** No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
- E. **Notice of Cancellation of Insurance.** Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests.** Vendor shall arrange for its liability insurance to include 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.

21. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. 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 not designated for removal, relocation, or replacement in the course of construction.

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.

22. **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.

23. **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.

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 City 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.gov; 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.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
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 and hold harmless City and its elected officials, employees and volunteers against and 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:

Shellard Lighting Designs, LLC
 Attention: Spencer Shellard
 4551 SW Boatramp Avenue
 Palm City, Florida 34990
 Phone: 561-358-7869
 E-mail: shellardlighting@gmail.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 E-mail: cityattorney@ocalafl.gov

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this Agreement on

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

Approved as to form and legality:

SHELLARD LIGHTING DESIGNS, LLC

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND

1. Vendor shall provide holiday lighting and decor services supporting the Recreation and Parks Department for the City's annual holiday lighting program.
2. Vendor shall provide lease and installation services for holiday decorations.
3. Vendor shall provide all labor, materials, supervision, tools, equipment, and vehicles necessary to perform the work as outlined within this **Exhibit A -Scope of Work** and **Exhibit B – Price Proposal**.

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 6th of each year. All other installations shall begin in October of each year and carry over to November.
- c. Provide one (1) crew to be present during a scheduled Light Up Ocala pre-lighting with the City to make any necessary repairs.
- d. This event shall take place the week before the Thanksgiving holiday, normally on a Wednesday, and shall be scheduled annually with the City Project Manager.
- e. This 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.
- f. Vendor shall fully test and maintain the displays during the entire time they are operational.
- g. Check and re-lamp all broken and/or discolored lights on all displays each year to ensure 100% uniformity & illumination.
- h. Wire brushes, re-tape and re-paint/touch up displays every year to cover any abrasions that may occur during installation, transit, and storage.
- i. 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 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 the 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.
 - c. **Completion of Repairs:** Complete repairs within 72 hours of City’s request.
- 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 1st of each year, Contractor shall meet with the City to firm up the plan for the current year program.

INSTALLATION SCHEDULE

- a. Contractor must follow the installation, testing, and removal schedule as shown below:

	Light Up Ocala Event
Year 1 - 2025	Saturday, November 22, 2025
Year 2 - 2026	Saturday, November 21, 2026
Year 3 - 2027	Saturday, November 20, 2027
Year 4 - 2028	Saturday, November 18, 2028
Year 5 - 2029	Saturday, November 17, 2029
Year 6 - 2030	Saturday, November 23, 2030

- b.

Test Lighting - Installation Deadline
Wednesday, November 19, 2025
Wednesday, November 18, 2026
Wednesday, November 17, 2027
Wednesday, November 15, 2028
Wednesday, November 14, 2029
Wednesday, November 20, 2030

- c.

Tree Installation Timeframe**11/10/25 - 11/14/25****11/9/26 - 11/13/26****11/8/27 - 11/12/27****11/6/28 - 11/10/28****11/5/29 - 11/9/29****11/11/30 - 11/15/30**

d.

Removal Deadline**(Friday before MLK Day)****Friday, January 16, 2026****Friday, January 15, 2027****Friday, January 14, 2028****Friday, January 12, 2029****Friday, January 18, 2030****Friday, January 17, 2031****VENDOR EMPLOYEES AND EQUIPMENT**

1. Vendors must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
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 Vendor's employees 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 shall 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 their employees.
6. No smoking is allowed on City property or projects.
7. Vendor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks shall display a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will provide access to City facilities for the Vendor to perform the work.
2. The City reserves the right to purchase any materials for the Vendor to use. The Vendor shall not charge a mark-up fee for material furnished by the City.
3. City shall provide single phase service with 14–20-amp breaker and outlets needed to power tree.
4. City shall provide and install lighting of oak trees on the downtown square.
5. Quantities provided are representative of a typical annual program; but may vary year to year to meet City's needs. The City reserves the right to delete certain displays from the contract as necessary. By September 1st of each year, the City shall meet with Vendor to firm up the plan for the current year program.

VENDOR RESPONSIBILITIES

1. Vendor shall install approved holiday decorations at locations outlined in this bid prior to the display period. Decorations shall be completely installed and fully functional prior to test lighting date.
2. Tree installation shall not be completed any sooner than November 6th of each year. Tree removal may not be completed prior to the first Friday of January.
3. All other installations shall begin in October of each year and carry over to November.
4. Provide one (1) crew to be present during a scheduled pre-lighting with the City to make any necessary repairs. This will take place during the week of Light Up Ocala.
5. Ensure that the holiday displays perform as specified for the entire display period.
6. Completely remove the entire display no later than the Friday before the Martin Luther King Jr. holiday each year.
7. 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.
8. Vendor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
9. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.
10. Vendor shall be 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.
11. If the Vendor is advised to leave a property by the property owner or their representative, the Vendor shall leave at once without altercation. Vendor shall then contact the City Project Manager within 24 hours and advises them of the reason for not completing the assigned project.
12. Data collected by the Vendor shall be in a format compatible with or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
13. Vendor shall ensure that all documents prepared under this contract have been prepared on a

Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

SUB-CONTRACTORS

1. Vendors must perform a minimum of 70% of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** Vendor shall always keep the premises free from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
 - a. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
 - b. Work site will be completely cleaned after each day of work.
 - c. Vendor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean the entire work area as applicable.
 - a. All furnishings and equipment shall be placed back in the original locations.
 - b. All work areas must be returned to their original condition.
 - c. Vendor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition.

Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.

SAFETY

1. The Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Vendor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Vendor's responsibility.

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.

PANEL TREE REQUIRED SPECIFICATIONS (OR EQUIVALENT)

1. A new (unused) fifty-foot (50') animated panel tree including the eight-foot (8') 3D star must meet the below listed specifications or equivalent.
 - A. 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.
 - B. 11,500+each c7 retro fit led lights (red, green, blue, & strobes)
 - C. 85+ each 24" UV red fine cut glitter bows
 - D. 1818+ each ornament 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).
 - E. 606+ each 4" round ornaments
 - F. 909+ each 6" round ornaments
 - G. 303+ each 8" round ornaments
 - H. 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).
 - I. Animation control hardware to consist of six (6) Light-O-Rama (or equivalent) controllers with Light-O-Rama mini director.
 - J. 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 (OR EQUIVALENT)

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 warm white led lights set with the bottom fronds to be outlined with alternating green and 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
 - 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 (OR EQUIVALENT)

1. **Unlighted:** Twenty-five feet (25') of six inch (6") diameter rope style 1/8" fine cut natural two/tone 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/tone 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/tone 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/tone 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 SPECIFICATIONS (OR EQUIVALENT)

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 (OR EQUIVALENT)

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 retrofit 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 (OR EQUIVALENT)

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

EXHIBIT B - PRICE PROPOSAL		CONTRACT# REC/250674		
	VENDOR NAME			
	Shellard Lighting Designs LLC			
ITEM	DESCRIPTION	Quantity	UOM	Unit Cost
1	Small Palm Trees - Tight spiral wrap trunks (4"-6" spacing) and bottom frond spine with LED mini lights (warm white lights on trunk and alternating green and red lights on fronds) Two (2) palms on SE 1st Avenue in front on hotel entrance	2	EA	\$ 255.00
2	Medium Palm Trees - Tight spiral wrap trunks (4"-6" spacing) and bottom frond spine with LED mini lights (warm white lights on trunk and alternating green and red lights on fronds) Four (2) palms located on NE 1st Avenue between SR40 and NE 1st Street (two [2] on the east side of road and two [2] on the west side of road) Five (5) on the west side of Magnolia across from the square Three (3) palms located on N Magnolia between SR40 and NE 1st Street Seven (7) palms located in North Parking Lot outer perimeter located on NE 1st Street Three (3) palms located in center of the North Parking lot located on NE 1st Street Four (4) palms located in Tusawilla park behind the American Legion building along waters edge Six (6) palms located S Curve Median located at SE 10th Street and SE 1st Avenue Eleven (11) North Magnolia Median Split	45	EA	\$ 255.00
3	Large Palm Trees - Tight spiral wrap trunks (4"-6" spacing) and bottom frond spine with LED mini lights (warm white lights on trunk and alternating green and red lights on fronds) Three (3) palms in MCA Courtyard on SW Broadway Four (4) palms located in Tusawilla Park at Palm Point (including entire palm that hangs over the pond)	7	EA	\$ 255.00
4	Pole Trim - Unlighted Natural Opaque Garland 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.	169	EA	\$ 104.80
5	Pole Trim - White Lighted Natural Opaque Garland 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.	187	EA	\$ 155.80
6	Pole Trim and Wreaths - Citizens Circle 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.	4	EA	\$ 479.60
7	Palm Frond Lighting - Fronds Only - Bottom frond spine with LED mini lights (alternating green and red lights on fronds) <i>*Year-round lit palms by City to have seasonal colors on fronds for holidays only by Vendor.</i>	48	EA	\$ 100.00
8	Panel Tree 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	1	EA	\$ 52,800.00
9	Gazebo Fully Eight (8) 11' decorated with the following products: sections of 14-4-2 branch garland with random c7 warm 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 warm white animated LED snowfall lighting (Size 5", 7", 12" and 18" tubes to be randomly hung under eve of gazebo). 110+ feet of c7 warm 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.	1	EA	\$ 2,465.40
10	Holly Bush - Citizens Circle Light four (4) holly bushes with approximately three (3) sets each of warm white led mini lights	4	EA	\$ 264.00


EXHIBIT B - PRICE PROPOSAL			CONTRACT# REC/250674	
	VENDOR NAME			
	Shellard Lighting Designs LLC			
ITEM	DESCRIPTION	Quantity	UOM	Unit Cost
11	Magnolias - Citizens Circle Light magnolia tree with approximately twenty (20) sets of warm white led mini lights	2	EA	\$ 462.00
12	Small Oaks - NE 1st Ave. - Five small oaks with warm white trunk lightin. Wide Angle mini lights, LED, 70 light, 6"Spacing - Warm White. 44 sets of lights per tree.	5	EA	\$ 585.00
13	Decorative Garland - 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).	6	EA	\$ 140.80
14	Ice Drop - Citizens Circle Mix of 12", 20", 32" & 40" LED ice drop tubes installed in the six (6) oak trees in the Citizens Circle area. Trees will average 70 tubes per tree.	6	EA	\$ 1,624.80
15	Ice Drop - E Fort King Street Mix of 12", 20", 32" & 40" LED ice drop tubes installed in the six (6) oak trees along E Fort King Street between Sanchez and Osceola (both north and south side of the street) Trees will average 70 tubes per tree.	6	EA	\$ 1,624.80
16	Ice Drop Tusawilla Park Oak Grove Trees 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	\$ 1,972.98
17	Tusawilla Group Pavilion Perimeter -Tusawilla Park Group Pavilion: (perimeter lighting) Outline lower perimeter canopy of train station with c7 warm white led lights 12" on center. Lights will be evenly outlined as illustrated pictures. Lighting approx 230'+	1	EA	\$ 961.40
18	Bow Installation - 5th street bow lease and installation. Install, remove and store 24" red vinly bows on select poles on 5th street (Two bows per pole, 57 poles total)	114	EA	\$ 24.40
19	Train Station Perimeter - Train station canopy (perimeter lighting). Outline lower perimeter canopy of train station with c9 warm white led lights 12" on center. Lights will be evenly outlined as illustrated pictures. Lighting approx. 400'+.	1	EA	\$ 1,672.00
20	4 Ball Stack 42" Multicolor - 4 ornament oversize ball stack - 42" ornaments fiberglass - install at Downtown Square	2	EA	\$ 2,960.00
21	Snowflake Arch - 31 1/2 x	1	EA	\$ 4,240.00

Exhibit C- Additional/Optional Pricing for Displays



REQUEST FOR PROPOSAL:

City of Ocala Additional

RFP#: REC/250674

Exhibit C- Additional/Optional Pricing for Displays

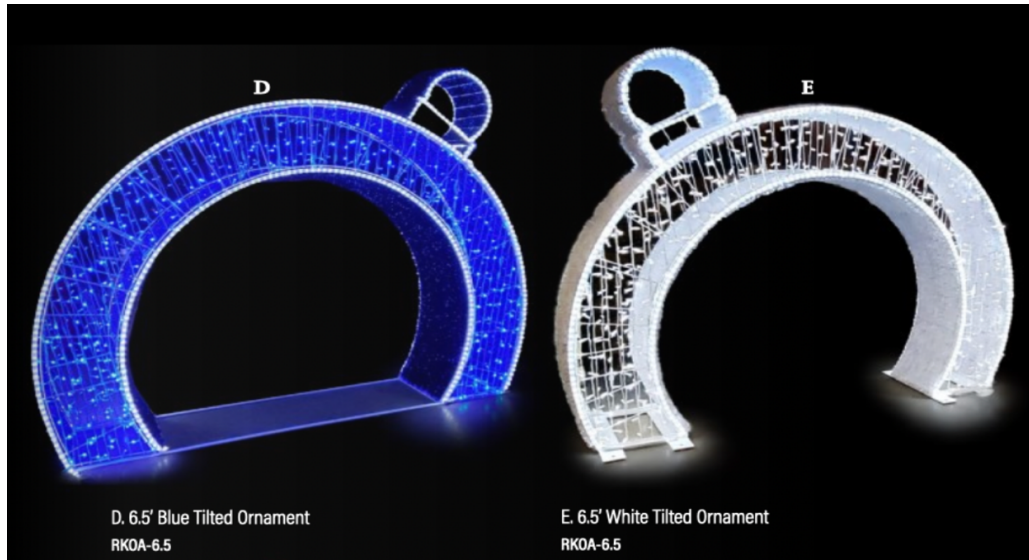
Area A: Walk-Through Displays

16' 3D LED Round Ornament Icon Walk-Through - Height: 16' Width: 14' Depth 13'-4"



COST: \$9500.00

6.5' tall Blue/White Tilted Ornament



COST: \$2200.00 each

Exhibit C- Additional/Optional Pricing for Displays

15' Tall Walk-Through Gift Box with Side Mounted Bow



COST: \$13,800.00

13' Tall Walk-Through Gift Box



COST: \$12,400.00

Exhibit C- Additional/Optional Pricing for Displays

Area B: Tree of Lights



Color Options: warm white, red, green, blue, cool white, multi color

Size Options: 12ft, 15ft, 20ft, 30ft

COST: 12ft = \$1500.00

COST: 15ft = \$2500.00

COST: 20ft = \$3000.00

COST: 30ft = \$4000.00

Exhibit C- Additional/Optional Pricing for Displays

Area C: Walk-Through Tunnel



COST: \$4400.00 per 4ft section

Area D: Collars for Palm Trees



Install a red collar at the top of each palm tree. There are 102 palm trees to be lit. Each tree will receive 2 sets of red LEDs for the collar.

- 204 sets total

COST: 204 sets at \$25.00 each = \$5100.00

Exhibit C- Additional/Optional Pricing for Displays**Area E: Ornaments for Tree**

Red, green, and gold with various finishes to them – shiny, glitter, and matte. The ornaments will be 6” to 12” in size.

COST: \$4800.00

Area F: Season Greeting Sign

Length: 40ft Height: 5.5ft

COST: \$5800.00

Exhibit C- Additional/Optional Pricing for Displays

16ft Tall Walk-Through Ornament – any colors



COST: \$7500.00

10ft Tall Walk-Through Tilted Gift box



COST: \$3600.00

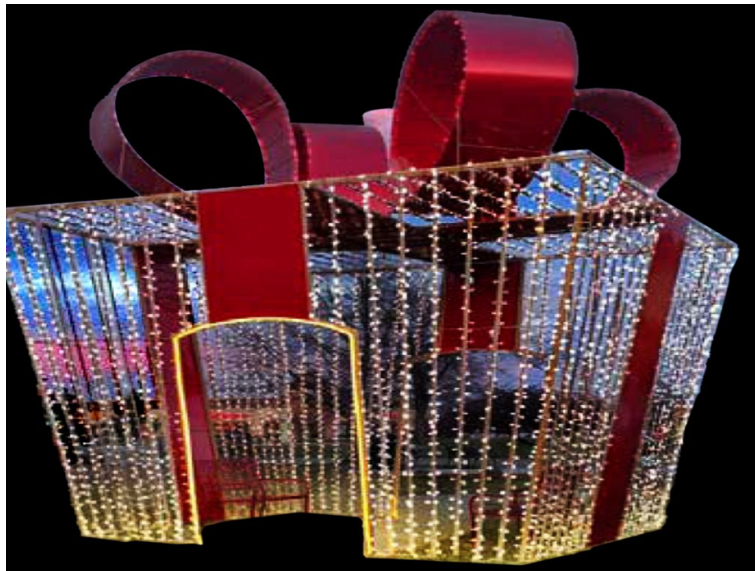
Exhibit C- Additional/Optional Pricing for Displays

13ft Tall Walk-Through Ornament: Single Color, any color



COST: \$6200.00

16.5ft Tall Walk-Through Gift Box with Ribbon



COST: \$13,500.00

Exhibit C- Additional/Optional Pricing for Displays

10ft Tall Lighted Ornament Arch – any color



COST: \$2500.00



Request For Proposal:

City of Ocala

RFP#: REC/250674

Spencer Shellard

4551 SW Boatramp Ave, Palm City, Florida 34990

561-358-7869

Shellardlighting@gmail.com

***** Shellard Lighting has a certified arborist on staff. We will trim the 102 sable palms at no additional cost each year of this agreement. Trimming these trees will ensure our team is able to light each palm tree the correct way. This will allow each tree to look its absolute best while lit for the holidays, especially since fronds will be lit.**

ISA Certified Arborist: Alan Mcpherson – ISA FI 1332A

TAB 1: Transmittal Letter**1. Shellard Lighting Designs LLC**

4551 SW Boatramp Ave Palm City Florida 34990

561-358-7869

8 Years in Business

8 year-round employees and we will bring on another 6-8 seasonal workers for the holiday season.

Shellard Lighting Designs is known for its integrity of heart accompanied by skillful hands. We are not only committed to providing your city with the best holiday lighting experience, it is also a priority for us to leave your city better then we found it. We value your trust and do not take it lightly.

We have had the privilege to provide holiday lights and decorations for downtowns and municipalities for the last 6 years. It has allowed us to make connections and grow in many cities and be a part of something so special.

In 2014 an idea was placed on my heart to make and create change in this world. I wasn't sure what that would look like at the time. In 2017 the doors opened for me to start a holiday lighting company after working for 3 years with a large company.

Starting off as a small business, with the resources I had at my disposal, I focused on where I could make an impact in people's lives. Since 2017 and every year since, Shellard Lighting Designs has volunteered its services and materials to help bring light and the Christmas spirit to an agency called Place of Hope. It is a community that was built to bring in foster children, to show them a love that they never knew existed. They are raised in a family environment and the life changes that occur are never ending. Being a part of something so fruitful has helped create a vision for Shellard Lighting every year.

Our work for individuals, neighborhood associations, and municipalities afforded us the opportunity to give back in this way to our community. Our work with municipalities has grown each year spreading all throughout South Florida, all through word of mouth from other clients. It has been exceptionally rewarding and we hope that you will consider putting your trust in Shellard Lighting Designs to fulfill your vision this holiday season. Our promise to you is that the quality of our work, attention to detail, creativity and exceptional customer service will meet and exceed your expectations.

With The City of Ocala being one of our top priority clients, we would insist on starting the install as early as you would permit it. With a beginning of October start date, it would allow us to confidently and steadily complete all areas in allotted time frames

mentioned on page 7 of the RFP. This would give us context to the patron traffic throughout the specified areas. Learning which areas at which time of day have the most foot traffic could be relevant in public safety. For example, if at noon all nearby workers take lunch and spend it at the park causing the percentage of foot traffic to triple for an hour, it would be wise to tackle the higher trees that require a bucket truck after that hour is over.

Our time and approach will be broken up into 3 phases as listed below (detailed in Tab 6) The least visible décor will be installed first.

2. Spencer Shellard, owner/operator will be primary responsible for overseeing the completion of this project.

C: 561-358-7869

E: shellardlighting@gmail.com

Address: 4551 SW Boatramp Ave Palm City Florida 34990

3. Shellard Lighting has received, read and understands all procedures and criteria associated with the submittal requirements, and understands that all terms and conditions contained herein may be incorporated into a resulting contract.
4. Shellard Lighting has a great understanding of the impact of "Light Up Ocala". An entire community of business owners and patrons come together for a season of joy and awe that will create lifetime memories. We intend to deliver just that. We believe we are best qualified because our pre proper planning will be above and beyond. We will have all your 102 palm trees trimmed and ready to be lit. We will perform an outlet check on all your light poles to notify the city of any bad ones before installation begins. We will provide weekly check ins of all locations to correct and service issues before they are brought to your attention. We also have repairs completed in a 48-hour window, not 72. These are a few ways we plan to serve you with excellence.

***The City of Ocala will receive an additional 5% off each year after the initial 3-year agreement is over.



TAB 2: Qualifications and Experience

1. Shellard Lighting Designs is located in Palm City, Florida. After being located in West Palm Beach for the first 8 years of our business, we outgrew our location.

It was a strategic move to locate an hour north. We have found it to be extremely beneficial to serve our northern clients with more excellence as our business has expanded.

All employees assigned to the City's contract will report from our Palm City location. As a company we own five bucket trucks and during the holiday season we rent out a few more. All vehicles assigned for this contract will also report from our Palm City location.

Spencer Shellard:
MGR/Owner



Clayton Shellard:
Warehouse MGR/Power Logistics



Juan Gaspar:
Crew MGR/ Team Lead



Tomas Santos:
Crew MGR/ Team Lead



2. Spencer Shellard

- Eleven years of experience in the holiday lighting industry/11 years installing and servicing holiday lights on a professional scale
- Eight years as business owner
- Eight years designing holiday lights and decor
- Eleven years as a bucket truck operator
- Eleven years leading install teams
- Twinkly Pro and RGBWW certified

Clayton Shellard

- United States Marine Corps – Five years served, Three years as a squad leader
- Four years in the holiday lighting industry/Four years installing and servicing holiday lights on a professional scale
- Three years as Warehouse MGR/ Head of Power Logistics
- Three years as a bucket truck operator
- Twinkly Pro and RGBWW certified

Juan Gaspar

- Five years in the holiday lighting industry/Five years installing and servicing holiday lights on a professional scale
- Three years as Crew MGR/ Team Lead
- Five years as bucket truck operator
- Twinkly Pro and RGBWW certified

Tomas Santos

- Five years in the holiday lighting industry/Five years installing and servicing holiday lights on a professional scale
- Three years as Crew MGR/ Team Lead
- Five years as bucket truck operator
- Twinkly Pro and RGBWW certified

The team that will be assembled for this contract will be a 14-16 person crew including myself. I, Spencer Shellard, owner/operator will be on the ground with our team. This allows for real time encouragement for our team as well as strategic changes as they come up. This will allow real time communication to the Project Manager, and this will allow myself to understand every in and out of this contract. I have found it to be extremely beneficial for a client if they can reach the owner directly at moment's notice. Whether it is for clarification on a question or an update on the installation.

Clayton Shellard will be hands on before any decor leaves our facility. He will make sure all lights and displays are in proper working condition. On site, he learns each specific area to obtain knowledge on locations of photocells/timers and all outlets. This allows him to run power in an efficient way while keep safety of the public as a priority. During this assessment he learns where wires need to be buried or ran overhead through trees. Having the power ran and situated before the install allows to check each strand a second time as it gets installed to ensure proper function.

Juan Gaspar and Tomas Santos will be leads for this project. They will be communicated the priorities on the installation site that will then be relayed to their team. They understand strengths and weaknesses of the team and knows how to position each member accordingly.

3. The Project Manager for this project will be Spencer Shellard. As owner and operator of this company, my goal to is deliver to you your smoothest, stress free holiday lighting experience ever. Over the last 6 I have managed over 30 city wide holiday lighting installations. We have NEVER missed a deadline. We have had a 100% success rate at ALL of our tree lighting ceremonies.

Throughout the holiday seasons various service issues have occurred. The best way to handle these issues is not when they occur, but earlier in the year with proper planning. In 2023 we dealt with very strong winds for a few days straight. In the Town of Jupiter, we had street banners ripped from their poles and the perimeter fence around the christmas tree fell over. We had ordered over a dozen extra banners in the off season in the case of an emergency like the one we faced. We were able to go out the next day and replace the 8 ripped banners. With the perimeter fence, we teamed up with Jupiter's staff and acquired a pile of sandbags that they had already had on site. The fence was reconstructed and weighed down with sandbags to prevent the high winds from causing further damage.

Also due to the high winds that we sustained last season, the 5ft tall starburst tree topper that was installed on a 41ft tree in Riviera Beach had bent in half. Again, earlier in the year we had ordered an additional topper to be ready for any kind of emergency. The very next day we were able to replace the damaged one with a new one. We also have had our remaining starburst toppers reinforced with steel to prevent damage in the future.

Shellard Lighting has by no means faced every issue that may arise during the holiday season. The ones that we have faced, we have met head on with our integrity of heart and our skillful hands. We have resolved these issues in a timely, professional, and creative manner. We approach such issues as opportunities to learn and grow.

TAB 3: Staffing Plan

1. Shellard Lighting has 8 year-round employees. Each with several years in the holiday lighting industry. This has created a solid foundation for our company. Instead of bringing on an entirely rookie crew each year to train, we have an amazing group who have become brothers over the years. This makes for an easy transition once we start our installs. We will bring on another 6-8 seasonal employees. This allows for 1 on 1 training to ensure each new hire is trained to our level of excellence.

Our workload as a company is currently around 65 percent. With the anticipation of securing The City of Ocala, our workload would jump to 85 percent. With Ocala being one of our top priority projects, we would have our full team of 16 members ready to light up your city with the utmost confidence.

2. Spencer Shellard is authorized to give and support information both in writing and/or oral presentation.
3. Spencer Shellard – MGR/Owner

C: 561-358-7869

E: shellardlighting@gmail.com

Address: 4551 SW Boatramp Ave Palm City Florida 34990

TAB 5: Approach and Methodology**Area A: Line Item 8 (Christmas Tree)**

1. We will install the first ever twinkly pro Christmas tree for The City of Ocala. The tree will be 40' in height with an 8' starburst topper. With twinkly pro, the tree will have 44,500 pixels with over 16 million different color options. The tree is controlled by the twinkly pro app used on apple and android devices.

Shellard Lighting will provide The City of Ocala an iPad with the app. We will teach a point of contact how to use this product. From playing the preset effects built into the app, to creating customized effects from scratch. We even upload images into the app that will then visualize itself onto the tree if wanted.

With this app we can group thousands of twinkly lights to act as a single display or make them play synchronized effects. Together we can control the settings and create new programs from anywhere.

With a twinkly pro lit tree we recommend no ornaments as it disrupts the flow of the light effects. We can certainly add ornaments if that is a must have. They would be green, gold and red with various finishes to them – matte, glitter and shiny. They would range from 4" – 10". We would install 15" and 18" red vinyl bows throughout the tree.

Area B: Line Items 1,2,3,7 (palm trees)

1. We will wrap the trunks of 54 palm trees with warm white LEDs. There are a total of 102 palm trees that we will light the fronds of. Each tree will have 10 fronds lit. 51 of these trees will have **green** fronds and 51 trees will have **red** fronds. (we can light the fronds **green**, **red** alternating in each tree as well). All lights used will be LED and coaxial with screw tip ends to keep the elements out.

- 405 warm white sets total for trunks
- 510 sets total for fronds (255 **green**, 255 **red**)



Area C: Line Item 9 (Gazebo)

1. We will swag lit, decorated garland between each section with a peak in the middle. We will outline with roofline with warm white C7 icicle lights. We will also outline the 8 peaks of the gazebo with warm white C7s on green wire using the clear acrylic clips.
 - 8 pieces garland
 - 65 icicle drops
 - 110ft C7 lighting

Area D: Line Items 10,11,14 (Citizens Circle)

1. We will light the canopies of 2 magnolia trees with warm white twinkle G50s. *photo attached for visual. Every 5th bulb twinkles creating a twinkly night sky in each tree.

- 700ft G50 lights total

2. In 6 oak trees around Citizens Circle we will install 70 warm white snowfall tubes in each tree. The tubes will range from 12" to 36".

- 420 tubes total

3. We will heavily blanket the 4 holly bushes with warm white twinkle LEDs. Each bush will receive 3 sets of lights.

- 12 sets total

***Magnolia Tree Canopy Visual**



Area E: Line Item 12 (NE 1st Ave – small oaks)

1. Light the trunks and branches of 5 oak trees with warm white LEDs.

- 140 sets total

Area G: Line Item 15,16 (Oak Trees)

1. At Tusculwilla Park in the Oak Grove we will install warm white ice drop tubes in 3 oak trees. Each tree will receive 85 tubes. The tubes will range from 12" to 36".

- 255 tube total.

2. On East Fort King Street we will install warm white ice drop tubes in 6 oak trees between Sanchez and Osceola. The trees are on the north and south side of the street. Each tree will receive 70 tubes. The tubes will range from 12" to 36".

- 420 tubes total

Area F: Line Item 17,19 (Group Pavilion and Train Station)

1. Outline the group pavilion roofline with warm white C7 lights with 12" spacing.
 - 230ft C7 lights total
2. Outline the lower perimeter canopy of the train station with warm white C9 lights with 12" spacing.
 - 400ft C9 lights total

Area G: Line Item 4,5,6,13,18 (Light Poles)

1. Wrap 169 light poles with green PVC garland. Each pole will have 2 24" red bows affixed just below the light.
 - 169 pieces of 25' long green PVC garland
 - 338 red bows
2. Wrap 187 light poles with green PVC garland. The garland will be lit with **GREEN** C7 bulbs on 6" green wire as specified in Exhibit C. Each pole will have 2 24" red bows affixed just below the light.
 - 187 pieces of lit 25' long green PVC garland
 - 374 red bows
3. At Citizens Circle we will decorate the 4 light poles with a 5ft lit, decorated wreath. They will also be decorated with lit, decorated garland and 2 red 24" red bows. The ornaments on the wreaths will match the ornaments on the garland.
 - 4 5' wreaths
 - 8 pieces decorated, lit garland
 - 8 red bows

4. On 179 S. Magnolia Avenue we will decorate 6 sign holders with lit, decorated garland. The ornaments here will match the ornaments used at Citizen Circle. We will also install 2 24" red bows. 1 on each end of the garland.

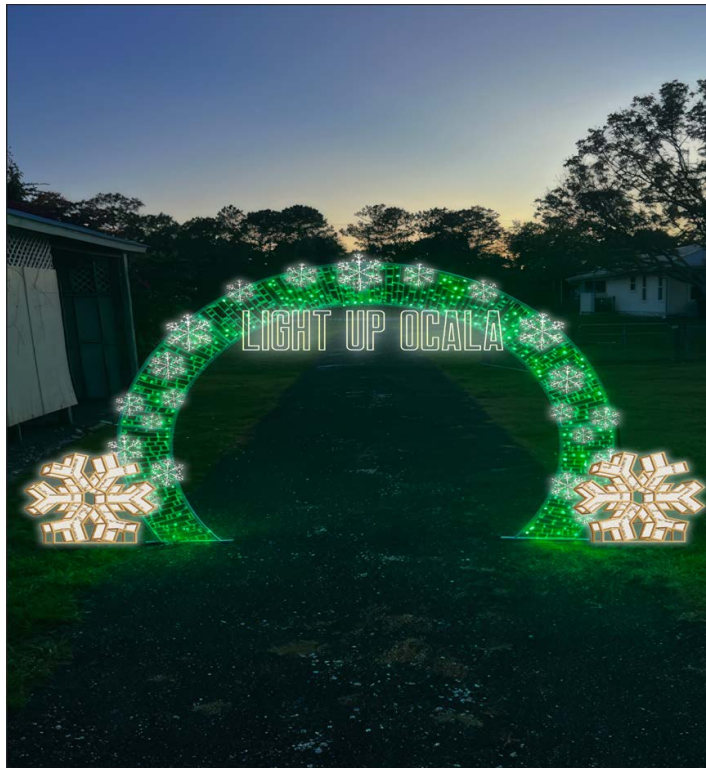
- 6 pieces garland
- 12 red bows

5. On 5th street we will install 2 24" red bows on 57 poles.
 - 114 red bows total

Area H: Line Item 20 (Ornament Ball Stack)

1. At the downtown square we will install 2 multi color 4' ornament ball stacks. The ornaments can be gold, silver, red, bronze, copper, emerald, lime, blue, sky blue, purple or magenta. On 2 of the ornaments (1 per stack) we will customize it specifically for The City of Ocala. *photo attached for visual.



Area I: Line Item 21 (Snowflake Arch)

1. Install a 18ft wide by 10ft high custom-made snowflake arch. With "Light Up Ocala across the top and secondary stand-alone snowflakes on either side. The stand-alone snowflakes will be 6ft high by 6ft wide by 1ft in depth. We propose a green arch to mesh with the green fronds on the palm trees. (please note the arch color can be any color)

TAB 6: Project Schedule

Oct. 1st – Oct. 15th: Installation of line items 1,2,3,7,9,10,11,12,14,15,16,17,19 – all palm tree lights, ice drop lights, C7 lights, bushes and magnolia tree lights

Nov. 3rd – Nov. 7th: Installation of line items 4,5,6,13,18 – all garland and bows

Nov. 10th – Nov. 14th: Installation of line items 8,20,21 - Christmas tree, 4 Ball Stack, Snowflake Arch and Photo ops

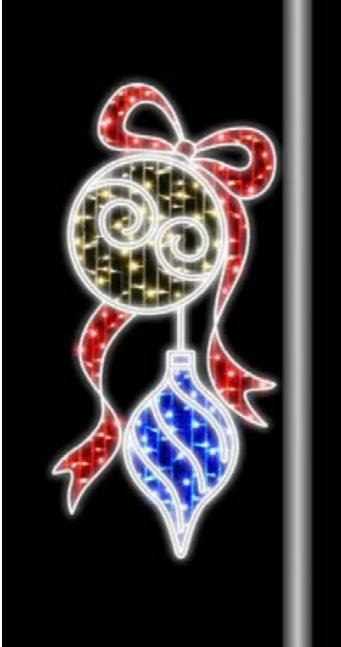
Nov. 19th: Test Lighting

Nov. 22nd: Light Up Ocala Event

REMOVAL: all lights and decorations will be removed by MLK day each year as specified on page 7 of the RFP.

TAB 7: Quality Assurance and Quality Control

To go above and beyond Shellard Lighting will provide thorough check-ins of all locations 3 times a week throughout the holiday season. This is one example of how we plan to serve you with excellence. Our goal would be to correct any issues before they are ever brought to your attention. With any service request that is sent our way, our goal is to make the proper corrections within 48 hours. We believe that a three-day period during the holiday season (mentioned on page 29) may be too long.

TAB 10: Pole Mounts – Optional Items**6ft x 2ft LED Gift Box****6ft x 3ft LED Ornament****6ft x 2ft LED Bells and Ribbon****5ft x 2ft LED Ornament****4ft x 4ft LED Bow****7ft x 2ft LED Diamonds**

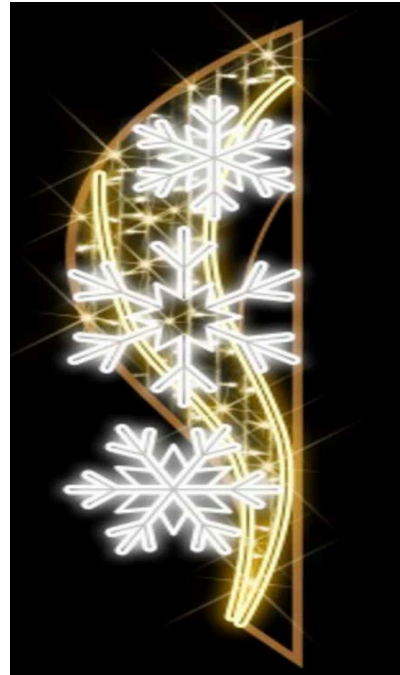
6.5ft x 3ft LED Bow



5ft x 2ft LED Stars



6ft x 3ft LED Snowflakes



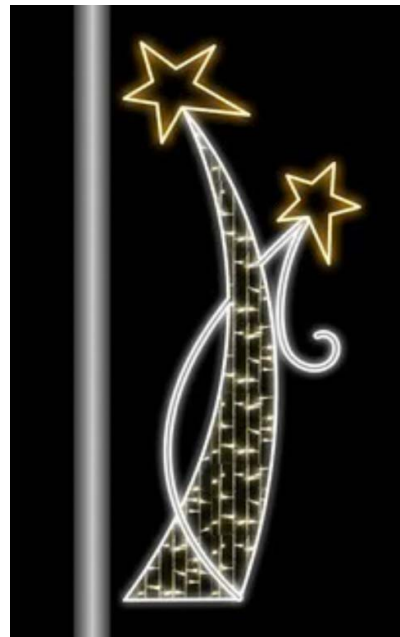
6.5ft x 2.5ft LED Flower

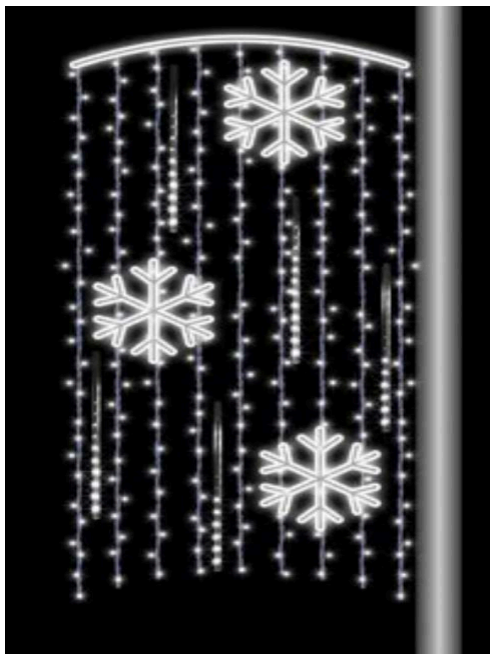


6ft x 2ft LED Stars



7ft x 3ft LED Shooting Stars

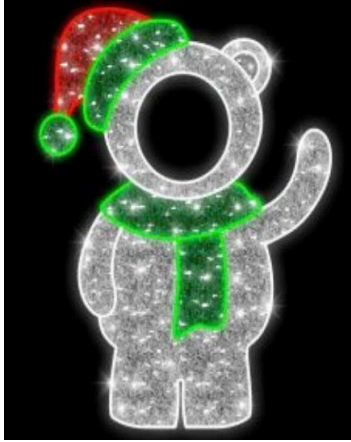


5ft x 4ft LED Tree**7ft x 3ft LED Snowflake Shower**

COST: \$315.00 each

A few examples of photo ops.

5ft Baby Bear



6.5ft Mama Bear



7.5ft Papa Bear



COST: Baby Bear \$550.00

COST: Mama Bear = \$750.00

COST: Papa Bear = \$750.00

5.25ft Baby Snowy



6.5ft Mama Snowy



6.5ft Papa Snowy



9ft Snow Globe



COST: Baby Snowy = \$550.00

COST: Mama Snowy = \$750.00

COST: Papa Snowy = \$850.00

COST: Snow Globe = \$2000.00