



CLARK SALES DISPLAY
PO BOX 1007
TAVARES FL 32778

REQUEST FOR QUOTATION
INFORMAL BID NO. 2015-004



CITY OF FORT PIERCE
PURCHASING DEPARTMENT
P. O. Box 1480
FORT PIERCE, FL 34954-1480

REMARKS

For additional information
contact Mike Reals, Public Works Manager
at (772) 467-3000 extension 3811

"AN EQUAL OPPORTUNITY EMPLOYER"

RESPONSE SUBMITTED BY:

Clark Sales Display, Inc
Company Name
PO BOX 1007
Address
TAVARES, FL, 32778
City, State, Zip

352-343-5899
Phone No.
352-343-0194
Fax No.
LEE@CLARKSCHRISTMAS.COM
Email Address

ANNUAL HOLIDAY DECORATIONS

The City of Fort Pierce desires to obtain quotations from qualified individuals, firms and legal entities relative to the lease, installation, removal, and storage of Christmas tree and decorations. The Christmas tree will be installed on Avenue A and Indian River Drive round about, Fort Pierce, FL. The initial contract period will be for one year with two-one year renewal options contingent upon satisfactory and reliability of service. The Selected Bidder shall provide all labor, materials, supervision, tools equipment, and vehicles necessary for installation and removal of displays.

SET-UP, AND TAKE DOWN - Selected Bidder will install specified and approved holiday displays at locations as directed by City of Fort Pierce Public Works staff. Decorations shall be completely installed and fully lit and functional by the December 1st of each year. Selected Bidder shall completely remove the entire displays by January 10th of each year.

- a. The Selected Bidder will pay liquidated damages in the amount of 3% of the total contract amount for each calendar day, in the current year, in November or December that the decorations are not fully installed and functional.

Durability of Displays - All decorations must be designed, constructed and installed to withstand adverse weather conditions such as wind and rain and in all ways professional in appearance and in fact.

- a. Selected Bidder will test all decorations prior to installation; add-on decorations should be ready and available. The Selected Bidder shall have an inventory of extra decorations in case one is damaged or destroyed so that it can be replaced without delay, including bulbs.
- b. The Selected Bidder will be given a seventy-two (72) hour notice to repair decorations not functioning or in unsafe condition, and failure to adequately correct the deficiency(s) may result in the Selected Bidder's paying liquidated damages in the amount of 0.5% of 1% of the annual contract amount for each calendar day, in the current year, in December subsequent to the notice period.

Safety Precautions - The Selected Bidder shall erect and maintain all necessary safeguards for the protection of the Selected Bidder's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public

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 FORT PIERCE, FLORIDA 34954

interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Selected Bidder's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Selected Bidder.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Selected Bidder finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Selected Bidder shall discontinue work on the subject area and inform the Contract Supervisor of the discrepancy. The Selected Bidder shall thereafter proceed as authorized by the Contract Supervisor who will document any modification to these specifications that he authorized in writing as soon as possible.

INSURANCE REQUIREMENTS

See Attachment "A"

| PLEASE SUBMIT QUOTATION IN INK OR TYPEWRITTEN | | | |
|--|--------------|-------------------|-----------|
| The lease, installation, removal, and storage of holiday decorations | Annually | \$ | \$ |
| 26' Panel Tree done in natural branch garland with base size 13' inch diameter | 1 | \$ 6990.00 | \$ |
| Led Lights, no less than 1325. | 1325 or more | \$ | \$ |
| Miscellaneous outdoor metallic ornaments various colors, sized 4" to 9" each 4' x 4' panel with no less than 14-15 ornaments | 600 | \$ 2360.00 | \$ |
| TOTAL | | \$ 9350.00 | \$ |

Additional Information:

Clark Sales Panel tree is a true 26' tall tree with a 5' star giving it an overall height of 31'. Frame work has an 8' tall inner steel screen welded at the bottom to prevent, any vandals going inside.

RETURN THIS QUOTATION NO LATER THAN **3:00PM, FRIDAY, OCTOBER 17, 2014**

TO: PROCUREMENT DEPARTMENT, P.O. BOX 1480, FORT PIERCE, FLORIDA 34954-1480 (BY MAIL) OR HAND-DELIVER TO: 100 NORTH U.S. #1, FORT PIERCE, FLORIDA 34950 OR FAX TO: (772) 467-3848. UNDER NO CIRCUMSTANCES SHALL BIDS DELIVERED AFTER THE TIME SPECIFIED BE CONSIDERED; SUCH BIDS WILL BE RETURNED UNOPENED.

WE HEREBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE LISTED ABOVE AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS LISTED.

OFFICIAL SIGNATURE: Lee C Clark Manual Lee C Clark Typed or Printed

DATE: 10/15/2014

CLARK SALES DISPLAY

NO. 2015-004
DAMON'S ST. SEATS

ATTACHMENT "A"

INSURANCE REQUIREMENTS

The CONTRACTOR shall, at its own expense, procure and maintain, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. The CONTRACTOR shall not occupy the premises until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to and approved by the CITY.

As evidence of compliance with the insurance required herein, CONTRACTOR shall furnish CITY with:

- (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of CITY's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to CITY.

Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

Workers' Compensation Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

| | |
|-----------|-----------------------------------|
| Part One: | "Statutory" |
| Part Two: | \$1,000,000 Each Accident |
| | \$1,000,000 Disease-Policy Limit |
| | \$1,000,000 Disease-Each Employee |

The policy must be endorsed to waive the insurer's right to subrogation against CITY and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover From Others' Endorsement (Advisory Form WC 00 03 13) with CITY and its officials, officers and employees scheduled thereon.

General Liability Insurance

Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- > Mold, fungus, or bacteria
- > Terrorism
- > Sexual molestation

CLARK SALES DISPLAY
BIDDING LIST

The CITY and the CITY's officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 Personal and Advertising Injury
- \$2,000,000 Each Occurrence

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos of the CONTRACTOR. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- \$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance maintained by the CITY shall be excess of and shall not contribute with the insurance provided by the CONTRACTOR. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the CONTRACTOR shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the CITY may permit the application of a deductible or permit the CONTRACTOR to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The CONTRACTOR shall pay on behalf of the CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers and employees.

All Insurance policies provided by the contractor shall be endorsed to provide the CITY with thirty (30) days' notice of cancellation.

Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the CITY by the insurance provided by the CONTRACTOR shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the CITY under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Contract.

Certificates of Insurance must be completed as follows:

1. Certificate Holder
City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce, FL 34954-1480
2. Additional Insured for General Liability
City of Fort Pierce and their members, officials, officers and employees