CITY OF FORT PIERCE
SERVICE AGREEMENT
Holiday Tree Installation and Decorations

This Agreement for Assembly, Installation and Decoration of Two Holiday Tree Displays (hereinafter referred to as “Agreement” or “Contract”) is made and entered into this ____ day of _____, 20___(“Effective Date”) by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City"), Rileighs Outdoor, LLC dba Holiday Outdoor Decor, authorized to do business in the State of Florida, whose principal place of business is 1053 N. Plymouth St. Allentown, PA 18109 (hereinafter referred to as "Contractor") (collectively referred to hereinafter as the “Parties”).

City and Contractor hereby agree as follows:

1. Contractor Services.

Contractor will provide the services as set forth in **Exhibit A**, Invitation to Bid (ITB) and Statement of Work, attached hereto and incorporated for all purposes (“the Services”), to the satisfaction of City. Where terms found in Exhibit A conflict with the Service Agreement terms, the Service Agreement terms shall prevail.

Contractor’s performance of the Services will conform to the specifications and requirements contained in the ITB No. 2027-007 Holiday Tree Installation and Decorations (“Proposal”) and the Contractor’s Proposal dated October 20, 2026, attached as Exhibit B. To the extent that the Proposal or Contractor’s Proposal conflicts with the terms of this Agreement, the terms of this Agreement will control.

2. Compensation.

2.1 Total compensation to Contractor will not exceed $61,005 for the total term of the Agreement, which includes all travel and expenses, equating to an annual amount not to exceed $20,335 **per year.** Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70–79.

2.2 Upon completion of the Services and acceptance by City, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that City may reasonably request to support the invoice amount. City will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If City approves the amount or any portion of the amount, City will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If City disapproves any invoice amount, City will give Contractor specific reasons for its disapproval in writing. Contractor will submit invoices to City as follows:

City of Fort Pierce
Attn: Accounts Payable
P.O. Box 1480
Fort Pierce, FL 34954

2.3 All invoices must contain the Purchase Order number, the required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to CONTRACTOR for correction and resubmission. CONTRACTOR shall not perform any service or provide products until they have issued an approved Purchase Order. Service invoices shall be billed monthly at the contracted rate per service of the services performed per the Statement of Work.

3. Term.

This Agreement shall commence as of the date last signed below ("Effective Date") and remain in full force and effect for the initial term of one (1) year, unless otherwise extended or terminated in writing. This Agreement may be renewed for two (2) one-year renewal options if mutually agreed upon in writing by both parties, subject to the same price, terms, and conditions set forth in this Agreement.

4. **Licenses, Permits, Taxes, Fees, Laws and Regulations.**

4.1 Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.

4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.

4.3 Contractor will comply with and will be responsible for requiring its officers and employees, agents, and subcontractors, to comply with all applicable federal, state, and local laws and regulations including the City of Fort Pierce's Code of Ordinances.

5. Ownership and Use of Work Material.

5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by City, are the sole property of City and for its exclusive use and reuse at any time without further compensation and without any restrictions.

5.2 Contractor grants and assigns to City all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material.

5.3 Contractor will deliver all Work Material to City upon expiration or termination of this Agreement. City will have the right to use the Work Material for the completion of the Services or otherwise. City may, at all times, retain the originals of the Work Material.

5.4 The Work Material will not be used or published by Contractor or any other party unless

expressly authorized by City in writing. Contractor will treat all Work Material as confidential.

6. Confidentiality and Safeguarding of City Records; Press Releases; Public Information.

6.1 Contractor shall not disclose, publish, or authorize others to disclose or publish, Work Material or other information pertaining to the Services assigned to Contractor by City or other information to which Contractor had access during the term of this Agreement without the prior written approval of the City Attorney.

6.2 **Advertising.** Contractor will not make any press releases, public statements, or advertisement referring to the services or the engagement of Contractor as an independent Contractor of City in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose without the prior written approval of City.

6.3 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

7. Public Records.

The CITY strictly adheres to all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes, the CONTRACTOR shall comply with all public records laws, specifically to:

7.1 Keep and maintain public records required by the CITY to perform the service.

7.2 Upon request from the CITY's custodian of public records, provide the CITY 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.

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION

OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK BY PHONECALL, EMAIL, OR MAILING TO 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 NORTH U.S. HWY 1, FORT PIERCE, FL 34950.

8. Termination.

8.1 If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

8.2 City may terminate this Agreement immediately in the event of the filing by or against Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Contractor becomes insolvent.

8.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.

8.4 Upon termination of this Agreement, Contractor will deliver to the appropriate representative of City all Work Material related to the services performed by Contractor in the format requested by the City together with any keys, identification badges, or equipment owned by City.

8.5 Termination under Sections 8.1 or 8.6 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

8.6 City may terminate this Agreement, for convenience, upon 30 days written notice to Contractor. At such time, Contractor will be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

8.7 Termination for Lack of Funding. In the event the funds to finance this Agreement become unavailable or are not allocated by the City, City may provide Contractor with thirty (30) calendar days written notice of termination of this Agreement. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new agreement.

8.8 Notwithstanding any other provisions of this Agreement, the insurance, indemnification, confidentiality provision as set forth in this Agreement shall survive the termination or expiration of this Agreement.

9. Indemnification.

Contractor shall indemnify, defend, and hold harmless the City, and its officials, officers, attorneys, employees, volunteers, representatives and agents from any and all claims, demands, judgments, damages, costs, causes of action of any kind or nature whatsoever sustained by the CITY, in law or in equity, including but not limited to: costs, fees, excises, fines, attorney's fees, court costs, mediation fees, arbitration fees, decrees, damages, penalties, damages and costs for injuries or death of any person or property damage, arising out of, relating to, or by reason of this Agreement, or resulting from any and all acts, errors, omissions, or negligent acts of Contractor, or its officers, agents, employees, or subcontractor, in the performance of this Agreement, whether directly or indirectly related to this agreement.

Contractor shall indemnify the City, and its officials, officers, attorneys, employees, volunteers, representatives and agents for all losses, damages, expenses or liabilities in law and in equity including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. Contractor will defend and/or settle at its own expense any action brought against the City to the extent that it is based on a claim that products or services furnished to City by Contractor pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

The obligations to indemnify, defend, and hold harmless shall survive the termination and expiration of this Agreement.

10. Insurance.

(A) CONTRACTOR shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of their subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

(1) **CONTRACTOR** shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY OF FORT PIERCE, hereinafter called "CITY" the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR herby agrees to provide same. Until such insurance is no longer required by this Contract, 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. To the extent CONTRACTOR is permitted to and elects to sub-contract any of the work performed under this Contract, CONTRACTOR will require all subcontractors to provide insurance coverage complying with the requirements set forth herein, and will provide the CITY with evidence of such coverage prior to the commencement of the subcontractor's work.

(2) **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY INSURANCE**.
Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation 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 Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against CITY and the City of Fort Pierce, and their respective members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with CITY, the City of Fort Pierce, and their respective members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right to Recover From Others Endorsement (Advisory Form WC 00 03 13) with CITY, the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

(3) **GENERAL LIABILITY INSURANCE**.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida. CITY, the City of Fort Pierce and their respective members, 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-CITYs, Lessees, or Contractor – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

(4) **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 any restrictive endorsements, other than those which are required by the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. 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:

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

(5) **PROPERTY INSURANCE**

Such insurance shall be written in an amount equal to no less than 100% of the Contract Amount. Such insurance shall be on a form acceptable to the CITY's Risk Management Department. The Property policy shall be written on a form that includes SPECIAL FORM/ALL RISK COVERAGES. The Property policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. The CITY shall be included as Insureds and as Loss Payees.

(6) **GENERAL CONDITIONS**

The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR. Except as otherwise specified, no deductible or self- insured retention is permitted.

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

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

(7) **CONTRACTOR**

Shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

(8) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due to the CONTRACTOR from CITY. CONTRACTOR'S failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this agreement.

(9) All Insurance policies provided by the contractor shall be endorsed to provide the City with thirty (30) days' notice of cancellation. Contractor shall furnish the 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.\

(10) The CITY and CONTRACTOR waive all rights against (1) each other and any of their subcontractors, subcontractors' agents, and employees each of the other, and (2) the separate contractors if any, and any of their subcontractors, subcontractors' agents, and employees, for damages caused by fire or other causes of loss to the event covered by property insurance obtained pursuant to item (C) (Builder's Risk), or other property insurance applicable to the Work, provided such waiver does not compromise coverage under such insurance coverage.

(A) The CITY or CONTRACTOR, as appropriate, shall require separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The required Builder's Risk policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(B) In addition to the coverages required herein, the CONTRACTOR shall furnish and maintain all-risk builder's risk property insurance, satisfactory to the CITY, for the entire Work at the site to the full replacement cost of the completed project. This coverage shall name the CITY and the City of Fort Pierce as additional insureds, and must include the interests of the CONTRACTOR, subcontractors and sub-subcontractors in the Work, and must be procured from an insurer licensed to do business in the State of Florida with a Best's rating of "A+, A, or A-". T he risk of loss shall remain with CONTRACTOR until the date of Final Completion. **Hard Cost of Builder's Risk insurance to be paid by CONTRACTOR and such cost is not subject to any CONTRACTOR's fee.**

Certificates of Insurance must be completed as follows:

Certificate Holder
City of Fort Pierce/Grants Administration
Division Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability
City of Fort Pierce/Grants Administration Division and their members, officials, officers, and employees.

11. Written Authorization Required.

Contractor shall not make changes in the job scope or perform any additional work or provide any additional material, under this Agreement without first obtaining written authorization from City for such additional work or materials. Additional labor or materials provided without written authorization shall be done at Contractor's risk and without payment.

12. Notice.

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to City:	**With a Copy To:**	**With a Copy To:**
Gelencia Carter	**Camille Wallace**	**Jan Bockmeulen**
Purchasing Manager	Interim City Attorney	Deputy Director of Public Works
100 North U.S. Hwy 1	100 North U.S. Hwy 1	100 North U.S. Hwy 1
Fort Pierce, FL 34950	Fort Pierce, FL 34950	Fort Pierce, FL 34950

As to Contractor:
Ryan Advena
Chief Financial Officer
Rileighs Outdoor, LLC dba Holiday Outdoor Decor

13. Miscellaneous.

13.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party which must be evidenced by a written assignment fully executed by both parties with the same formalities herewith. No Assignment shall be effective unless approved by the City Commission at a Public meeting prior to full execution.

13.2 Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

13.3 Taxes. The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. Contractor shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

13.4 Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between Contractor and City and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof.

13.5 Amendments/Modifications. No modification or amendment of any terms and conditions contained herein shall be effective unless approved by the City and contained in a written amendment executed by the City and Contractor with the same formality herewith.

13.5 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire,
tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

13.6 Venue; Governing Law. The venue for any actions or lawsuits arising out of this agreement shall be in St. Lucie County, Florida. This Agreement shall be governed by and enforced under the laws of the State of Florida.

.

13.7 Dispute Resolution. Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Contractor and the City. Unless otherwise directed by City, Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the City or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

13.8 **Waiver of Jury Trial. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN ANY JURISDICTION BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

13.9 Waivers. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

13.10 Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. Contractor further represents that no person having any interest shall be employed for said performance.

13.11 Verification of Employment Status. Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986 if all persons it employs in the performance of this Agreement.

13.12 Non-Discrimination. Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or

privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a Bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

13.13 E-Verify. As required by Section 448.095(5)(a), Florida Statutes, a public agency must require that a Contractor and any subcontractors register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The City, Contractor, and any subcontractors may not enter into a contract unless each party uses the E-Verify System. Contractor shall provide documentation of its compliance with this requirement upon request by the City.

The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes (2026). The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

The Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2026), , shall terminate its agreement with the person or entity.

The City shall consider the employment by Contractor or subcontractor of any "unauthorized aliens" as defined in Section 448.09, Florida Statutes, a violation of this agreement and City shall terminate this Agreement immediately with Contractor. Contractor agrees that this aforementioned violation by Contractor or subcontractor shall be grounds for unilateral termination of this Agreement by the City.

An Agreement terminated under Section 448.095(5)(c)3., Florida Statutes (2026), is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes (2026), the Contractor may not be awarded a public Agreement for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

13.14 Sovereign Immunity. Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

13.15 Attorneys Fees. If a lawsuit or action is brought by either party for the enforcement of this Agreement, the prevailing party shall be entitled to recover attorney's fees, paralegal fees, costs, court costs, consulting fees, arbitration fees, witness fees, appellate attorney's fees and costs, expert fees, mediation fees, and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

13.16 Entities of Foreign Countries of Concern. In accordance with Section 287.138, Florida Statutes (2026), **an affidavit signed** by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in Section 287.138(2)(a)-(c), Florida Statutes is attached hereto as **Exhibit "C"** and incorporated herein.

13.17 No Coercion for Labor or Services. Contractor attests and affirms that it does not use coercion for labor or services as defined Section 787.06, Florida Statutes (2026). Attached hereto as **Exhibit "D"** and incorporated herein is an **affidavit signed** by Contractor in accordance with Section 787.06(14), Florida Statutes (2026).

13.18 Exhibits**.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.19 Scrutinized Companies. The Contractor certifies that it is not on the Scrutinized Companies or Other Entities that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2026), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, as provided under Section 287.135(3)(b), Florida Statutes (2026) and Section 215.4725, Florida Statutes (2026).

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

CONTRACTOR
Rileighs Outdoor, LLC dba Holiday Outdoor Decor

By: _____

Name: _____

Title: _____

Date: _____

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

_____
Date

Approved as to form and correctness as to the City

By: _____
Camille Wallace, Interim City Attorney

EXHIBIT INDEX
The following exhibits are attached to and incorporated into this Agreement by reference:

Exhibit	**Description**
Exhibit A	Invitation to Bid (ITB) /Statement of Work
Exhibit B	Rileighs Outdoor, LLC dba Holiday Outdoor Décor Bid Submittal
Exhibit C	Certificate of Insurance

EXHIBIT A
INVITATION TO BID NO. 2027-007(ITB)/ STATEMENT OF WORK

DELIVER TO: City of Fort Pierce, Purchasing Department Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Department, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Annie Carisma (772) 467-3753	**Bid No: 2027-007**
Non-Mandatory Pre-Bid Conference: 10:00 A.M., MONDAY, OCTOBER 12, 2026	**Bid Title: HOLIDAY TREE INSTALLATION, AND DECORATIONS**
Mandatory Site-Visit Location: 100 NORTH U.S. HIGHWAY 1 ENGINEERING CONFERENCE ROOM, 1ST FLOOR FORT PIERCE, FL 34950	**Bid Opening Location:** Purchasing Department Conference Room, Room 101 100 North U.S. #1, 1st Floor Fort Pierce, Florida 34950
Bid Due Date & Time: 1:00 PM, TUESDAY, OCTOBER 20, 2026	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: _____ **Mailing Address:** _____ _____	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X_____ Authorized Signature (Manual)
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): Corporation _____ Partnership _____ Proprietorship _____	**Title:**
Incorporated in the State of: **Year:**	**Delivery in** _____**days, ARO**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	**If returning as a "No Bid" state reason:**

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

Table of Contents

SECTION I – GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDERS

1	GENERAL INFORMATION	1
2	DELAYS	1
3	EXECUTION OF BIDS	1
4	NO BID	1
5	BID OPENING	1
6	TAXES	2
7	DISCOUNTS	2
8	MISTAKES	2
9	INVOICING AND PAYMENT	2
10	DELIVERY	3
11	NO ADDITIONAL TERMS AND CONDITIONS	3
12	INTERPRETATION	3
13	ADDENDUMS	3
14	DISPUTES	4
15	CONFLICT OF INTEREST	4
16	LEGAL REQUIREMENTS	4
17	DRUG FREE WORKPLACE	4
18	PUBLIC ENTITY CRIMES	4
19	AWARD	4
20	EEO STATEMENT	5
21	CONTRACTUAL AGREEMENT AND / OR PURCHASE ORDER	5
22	GOVERNMENTAL RESTRICTION	5
23	PATENTS AND ROYALTIES	5
24	ADVERTISING	5
25	ASSIGNMENT	5
26	COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH (O.S.H.A.)	5
27	FACILITIES	6
28	REPRESENTATION	6
29	DISQUALIFICATION OF BIDDER	6
30	ADJUSTMENTS / CHANGES / DEVIATIONS	6
31	INSURANCE	6
32	PUBLIC RECORDS	6
33	BID PREPARATION COSTS	6
34	COOPERATIVE PURCHASING	7
35	CANCELLATION / REJECTION OF BIDS	7
36	REGISTRATION WITH THE FLORIDA DEPARTMENT OF STATE	7
37	ADDITIONAL RESERVED RIGHTS	7
38	APPLICABLE LAWS	8
39	PROFESSIONAL STANDARDS	8
40	PROHIBITION AGAINST CONTINGENT FEES	9
41	ACCURACY OF BIDS	9

SECTION II – INSURANCE REQUIREMENTS **10**

SECTION III – INSTRUCTIONS TO BIDDERS **16**
1 PURPOSE 16
2 BID OPENING DATE 16
3 DELIVERY OF BIDS 16
4 PRE-BID CONFERENCE 17
5 PERMIT AND LICENSES 17
6 CONTRACT TERMS 17
7 INQUIRIES/QUESTIONS 18
8 SUBMITTAL REQUIREMENTS (PASS/FAIL) 18
9 ADMINISTRATIVE REVIEW BASED ON PASS/FAIL CRITERIA 18
10 CERTIFICATE OF USE (PASS/FAIL) 18
11 BUSINESS TAX RECEIPT (PASS/FAIL) 18
12 PROOF OF INSURANCE(PASS/FAIL) 19
13 W-9 TAXPAYER IDENTIFICTION NUMBER AND CERTIFICATION 19
14 CERTIFICATE OF INSURANCE AND BONDING REQUIREMENTS 19
15 EVALUATION CRITERIA 19
16 REFERENCE CHECK FORM(PASS/FAIL) 19
17 BID VALIDITY/WITHDRAWAL OF BIDS 19

SECTION IV – STATEMENT OF WORK **20**
1 SCOPE OF WORK 20
SECTION V – REQUIRED FORMS 25
1 SUMMARY OF REQUIRED FORMS 26
2 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION 27
3 DRUG-FREE WORKPLACE FORM 28
4 PUBLIC ENTITY CRIMES AFFIDAVIT 29
5 E-VERIFY AFFIRMATION STATEMENT 32
6 AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR OR SERVICES 33
7 REFERENCES 35
8 W-9 FORM 38
9 BID RESPONSE FORM 39
10 BIDDER'S CHECKLIST 38

SECTION I

GENERAL CONDITIONS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit their bid completely with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids which do not comply with the requirements may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

3. EXECUTION OF BIDS

Bid must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Bidder in contractual obligations in the space provided on Bidder/Bid Acknowledgment cover page and on the Bid Response Form. FAILURE TO PROPERLY SIGN SHALL INVALIDATE BID, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Bids must be typed or legibly printed in ink. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

4. NO BID

If not submitting a bid, respond by returning only the Bidder acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. BID OPENING

Shall be public, at the address, date, and time specified on the bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening.

Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the City's web site: https://www.cityoffortpierce.com and Demandstar https://www.demandstar.com .

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Bidder. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail, and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City at least seven (3) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 18. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Bidders who requested a bid directly from the City Purchasing Department. All bidders should contact the City at least seven (3) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to bidders who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Bid Documents become necessary, the City will provide a written addendum to all bidders who received a bid package from the City Purchasing Department. Bidders who obtain Bid Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum

acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Bidder who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

16. LEGAL REQUIREMENTS

Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes

19. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

20. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

21. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

22. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

23. PATENTS AND ROYALTIES

The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

24. ADVERTISING

In submitting a bid, the Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

25. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

26. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the

material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

27. FACILITIES

The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, with prior notice to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

28. REPRESENTATION

A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.

29. DISQUALIFICATION OF BIDDER

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders Bids in which the prices obviously are unbalanced will be subject to rejection.

30. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

31. INSURANCE

The awarded Bidder(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the bidder is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.

32. PUBLIC RECORDS

Sealed bids, bids, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, bids, or final replies, whichever is earlier.

33. BID PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare

their bids simply and economically, providing all information and prices as required.

34. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

35. CANCELLATION / REJECTION OF BIDS

This request may be cancelled and any response, bid may be rejected in whole or in part at any time for good cause when in the best interest of the City of Fort Pierce. The

City reserves the rights pursuant to Section 2-439 (a)(7) of the City Code to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the City. Any sole response received by the submission date may or may not be rejected by the City depending on the available competition and the current needs of the CITY. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

36. REGISTRATION WITH THE FLORIDA DEPARTMENT OF STATE

In accordance with Florida Statute 607.0505, each corporation, foreign corporation, or alien business organization that transacts business in this state shall have and continuously maintain in this state a registered office and a registered agent and shall file with the Department of State. The awarded Bidder shall be registered with the Florida Department of State, Division of Corporations.

37. ADDITIONAL RESERVED RIGHTS

a. To be **responsive**, a bidder shall submit qualifications which conform in all material respects to the requirements set forth in the bid document. To be a **responsible** bidder, the bidder shall have the capability in all respects to fulfil fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. The City reserves the right to conduct such an investigation, as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. This information may be obtained from the bidder or any credible source. All information requests will be done through the Purchasing Department. Such information may include but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

b. The City may disqualify a bidder from being awarded a City contract if the Purchasing Manager determines after an investigation that the bidder is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

c. Unless otherwise stated in this bid specification, any contracts resulting from this bid

d. are non-exclusive. The City reserves the right, in its sole opinion, to purchase goods or services listed in this bid through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The City reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

e. If any contract awarded as a result of this bid is terminated, the City reserves the right to go to the next lowest responsive bidder with the balance of the contract, unless otherwise stated in the Bid specification.

38. APPLICABLE LAWS

Bidders must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with bid but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof. This includes revisions as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to the following:

a. City of Fort Pierce Ordinances

b. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids received by the CITY.

c. It shall be the responsibility of the bidder to ensure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation, the responses are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until the agency provides notice of a decision or intended decision in accordance with s. 119.071(2), or within 30 days after the bid opening, whichever occurs first.

39. PROFESSIONAL STANDARDS

a. The successful bidder shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

b. In the event the successful bidder shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms

and conditions.

c. The successful bidder warrants that it has not employed or retained any company or person, other than a Bonafide employee working solely for the successful bidder, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a Bonafide employee working solely for the successful bidder any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at its discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

40. PROHIBITION AGAINST CONTINGENT FEES

It shall be unethical for a person to be retained, or to retain any company or person, other than a Bonafide employee working solely for the Bidder to solicit or secure a Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a Bonafide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Contract. For the breach or violation of this provision, The City of Fort Pierce shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

41. ACCURACY OF BIDS

Any Bidder which submits in its bid to The City of Fort Pierce any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSURANCE REQUIREMENTS

(A) CONTRACTOR shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of their subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

(1) **CONTRACTOR** shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY OF FORT PIERCE, hereinafter called "CITY" the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR herby agrees to provide same. Until such insurance is no longer required by this Contract, 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. To the extent CONTRACTOR is permitted to and elects to sub-contract any of the work performed under this Contract, CONTRACTOR will require all subcontractors to provide insurance coverage complying with the requirements set forth herein, and will provide the CITY with evidence of such coverage prior to the commencement of the subcontractor's work.

(2) **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY INSURANCE.**
Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation 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 Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against CITY and the City of Fort Pierce, and their respective members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with CITY, the City of Fort Pierce, and their respective members, officials, officers and employees in the manner

which would result from the

attachment of the NCCI Waiver Of Our Right to Recover From Others Endorsement (Advisory Form WC 00 03 13) with CITY, the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

(3) **GENERAL LIABILITY INSURANCE.**

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida. CITY, the City of Fort Pierce and their respective members, 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-CITYs, Lessees, or Contractor – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

(4) **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 any restrictive endorsements, other than those which are required by the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. 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:

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

(5) **WATERCRAFT LIABILITY**

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of watercraft. The insurance shall include the CITY as an additional insured. The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate $1,000,000

(6) **PAYMENT BOND AND PERFORMANCE BOND**

CONTRACTOR shall execute, deliver to the CITY, in accordance with the performance and payment bond requirement, and record in the public records of the county where the improvement is located, a statutory

payment bond and a common law performance bond in the amount of this Contract. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording. The payment and performance bonds shall be issued using the Statutory Payment Bond form and the Common Law Performance Bond form provided by the CITY.

Each bond shall be signed on behalf of the CONTRACTOR by an individual who is duly authorized to execute the bond on behalf of the CONTRACTOR. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties, and (b) the Power-of-Attorney for the Attorney-in-Fact who has executed the bond.

All bonds required under this Contract shall be written with a surety holding a certificate of authority authorizing it to write surety bonds in Florida and the surety bond shall be countersigned by a licensed Florida agent appointed by the surety. The surety shall have a minimum Best's Rating of "A-" according to A.M. Best Company and shall also maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision.

(7) **GENERAL CONDITIONS**

The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR. Except as otherwise specified, no deductible or self- insured retention is permitted.

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

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

(8) **CONTRACTOR s**hall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.

(9) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR'S failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this agreement.

(10) **All Insurance policies provided by the contractor shall be endorsed to provide the City with thirty (30) days' notice of cancellation. Contractor shall furnish the 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.

(B) The CITY and CONTRACTOR waive all rights against (1) each other and any of their subcontractors, subcontractors' agents, and employees each of the other, and (2) the separate contractors if any, and any of their subcontractors, subcontractors' agents, and employees, for damages caused by fire or other causes of loss to the event covered by property insurance obtained pursuant to item (C) (Builder's Risk), or other property insurance applicable to the Work, provided such waiver does not compromise coverage under such insurance coverage. The CITY or CONTRACTOR, as appropriate, shall require separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The required Builder's Risk policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(C) In addition to the coverages required herein, the CONTRACTOR shall furnish and maintain all-risk builder's risk property insurance, satisfactory to the CITY, for the entire Work at the site to the full replacement cost of the completed project. This coverage shall name the CITY and the City of Fort Pierce as additional insureds, and must include the interests of the CONTRACTOR, subcontractors and sub-subcontractors in the Work, and must be procured from an insurer licensed to do business in the State of Florida with a Best's rating of "A+, A, or A-". The risk of loss shall remain with CONTRACTOR until the date of Final Completion. **Hard Cost of Builder's Risk insurance to be paid by CONTRACTOR and such cost is not subject to any CONTRACTOR's fee.**

PERFORMANCE AND PAYMENT BONDS

(A) **BONDS REQUIRED: If the contract amount is in excess of $50,000,** within fifteen days after receipt of the Contract, CONTRACTOR shall provide CITY with a Common Law Performance Bond and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract price.

(B) **SURETY'S QUALIFICATIONS:** All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a

reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

Unless the contract amount is $500,000 or less and the surety qualifies pursuant to paragraph (3) below, the surety company or corporation shall have the following minimum ratings by The A.M. Best Company:

Contract Price			Best's Rating Classification	Financial Size Category
From:	$	00.00	No Bond	No Bond
To:	$	50,000.00	Required	Required
From:	$	50,000.01	No Minimum	No Minimum
To:	$	100,000.01	Required	Required
From:	$	100,000.01	No Minimum	No Minimum
To:	$	500,000.00	Required	Required
From:	$	500,000.01	A-or better	IV or larger
To:	$	2,500.000.00		
From:	$	2,500.000.01 Or more	A-or better	V or larger

(1) Circular 570

Unless the contract amount is $500,000 or less and the surety qualifies pursuant to paragraph (3) below, regardless of the size of the bond, in addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the Circular 570 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (3) CFR Section 223.10 - Section 223.111. Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

(2) Contract amount of $500,000 or Less

Notwithstanding the foregoing paragraphs (1) and (2), in the event the Contract price does not exceed $500,000, in accordance with Florida State Statutes, Section 287.0935, bonds with a surety company in compliance with the following requirements shall be acceptable:

(a) The surety company is licensed to do business in the State of Florida;
(b) The surety company holds a certificate of authority authorizing it to write surety bonds in Florida; The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to Bid is issued;
(c) The surety company is otherwise in compliance with the provisions of the Florida insurance Code; and
(d) The surety company holds a current valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304 to 9308.

In order to qualify as an acceptable surety company under this paragraph (3), an Affidavit for Surety Company shall be executed by an Officer of the surety bond insurer as evidence that a surety company is in compliance with the foregoing requirements.

(3) ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so**,** furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

(4) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

Certificates of Insurance must be completed as follows:

Certificate Holder
City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability
City of Fort Pierce/Grants Administration Division and their members, officials, officers, and employees.

SECTION III

INSTRUCTIONS TO BIDDERS

1. PURPOSE

The City of Fort Pierce is seeking a qualified and experienced Contractor to provide comprehensive holiday tree installation, decoration, maintenance, dismantling, and storage services for two 35-foot commercial-grade artificial Christmas trees at designated City locations. The services are intended to provide safe, professional, and visually appealing holiday displays that enhance the appearance and seasonal character of City-owned property and contribute to the community's holiday experience.

2. BID OPENING DATE

Bids are due on or before **1:00 PM, Tuesday, October 20, 2026.**

3. DELIVERY OF BIDS

Bid response may be submitted in hard copy or electronically**.** Please see below instructions for submitting your bid response.

3.1 HARD COPY SUBMISSIONS

3.1.1 One (1) original and one (1) copy of sealed BIDS. DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Bidder's contractually binding authority and shall be mailed or delivered to:

3.1.2 The bid packet must be **COMPLETE** and in order to be awarded a project. Please make sure all information is completed on the Bid Form. The bid will be considered incomplete if this information is not provided.

3.1.3 All Bids shall remain open for ninety (90) days, not subject to revocation, and shall be subject to the City's acceptance.

Delivery Address:
City of Fort Pierce
Attn: Purchasing Department,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Department,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

NOTE: Please ensure that if a third-party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal only to Room 101, in the Purchasing Department on the first (1st) floor at the above address.

Bids mailed to 100 N.US Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be

received and accepted in the Purchasing Department before the Bid closing date and time.

3.2 OPTIONS FOR ELECTRONIC SUBMISSIONS

3.2.1 Via Demandstar Website, (www.demandstar.com). Electronic Bid (E-Bid). Instructions are provided. See Related Documents section for this bid on the City's website, https:// www.cityoffortpierce.com/Bids.aspx?CatID=17

3.2.2 (By forwarding your response, pdf format to purchasing@cityoffortpierce.com) no later than 1:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Department by e-mail request to purchasing@cityoffortpierce.com or on the website Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce https:// www.cityoffortpierce.com/Bids.aspx?CatID=17

Any bids received after the designated time and date listed above will be returned unopened.

4. PRE-BID CONFERENCE

A non-mandatory Pre-Proposal Conference will be held at **10:00 A.M. on Monday, October 12, 2026, in the Engineering Conference Room, 1st Floor, City Hall, 100 North U.S. Highway 1, Fort Pierce, FL 34950**. Interested proposers are encouraged to attend to obtain additional information and ask questions regarding the solicitation.

5. PERMITS AND LICENSES

3.1 Contractor shall obtain, pay for, and post on site all permits and licenses necessary to complete this project.

3.2 Contractor and subcontractors must have current licenses required by the State of Florida and the City of Fort Pierce.

3.3 All materials and methods of construction related to work performed on this project must comply with all appropriate specifications, code requirements, ordinances and laws of the City of Fort Pierce, the State of Florida, and the Federal Government, and contractor will permit reasonable inspection of all work by authorized inspectors.

6. CONTRACT TERMS

The terms of this agreement will be for **one year with two (2) one-year renewal options** contingent upon satisfactory and reliability of service, if mutually agreed upon in writing by both parties, subject to the same terms and conditions set forth in the contract.

The City of Fort Pierce shall have the right to terminate said agreement by giving the Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. The City of Fort Pierce will determine in its sole judgment what constitutes a satisfactory level of service. Failure to meet scheduled deadlines shall be considered cause for cancellation.

7. INQUIRIES/QUESTIONS

7.1 All inquiries will be in a written format and addressed to the Grants Administration Division with a copy to the Purchasing Department:

TO	**COPY**
Jan Bockmeulen	**LaTonya Hubbard**
Deputy Director of Public Works	Purchasing Agent
Email:jbockmeulen@cityoffortpierce.com	Email:purchasing@cityoffortpierce.com

7.2 No inquiries will be received no later than **5:00 PM, October 15, 2026.**

8. SUBMITTAL REQUIREMENTS (PASS/FAIL)

It is not necessary to return the entire document with your bid response; the documentation outlined below requires signatures or contains requested information that is needed for your submission.

- Completed Invitation to Bid Cover Page
- Any documentation requested in the **Statement of Work, Section IV.**
- Certificate of Use, required for businesses within the city limits of the City of Fort Pierce. (See item number 9 below)
- Business Tax Receipt, required for businesses located outside of the city limits of the City of For Pierce (See item number 10 below)
- Proof of Insurance (See item number 11 below)
- All required forms. See **Required Forms, Section V**.

9. ADMINISTRATIVE REVIEW BASED ON (PASS/FAIL) CRITERIA

Bid will undergo an initial review, or a PASS/FAIL determination, where indicated. To verify that mandatory requirements are met. Failure to meet mandatory requirements may result in the rejection of the Bid.

10. CERTIFICATE OF USE (PASS /FAIL)

Effective July 1, 2024, the City adopted Ordinance 24-019 amending Chapter 22 The ordinance removed the requirement for a Business Tax Receipt and replaced it with a required Certificate of Use, Certificate of Use are required for all businesses within city-limits occupying commercial locations, home based businesses and non-profit organizations. If your businesses and non-profit organizations. If your business is located in the City of Fort Pierce city limits , please provide a copy of your Certificate of Use with your submittal.

11. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE) (PASS/FAIL)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your submittal. This is only a requirement for businesses located outside of the city-limits.

12. PROOF OF INSURANCE (PASS/FAIL)

Bidder shall submit a Certificate of Insurance (photocopy acceptable) indicating proof of bidder's current coverages (current policy).

- If the bidder does not currently have the required insurance(s) specified in Section II – Required Limits of Insurance, they must provide a letter from their insurance agent or broker. This letter should confirm that, if awarded the project, the bidder will be able to obtain the necessary insurance.
- The awarded bidder is also required to provide the City of Fort Pierce with proof of insurance for all subcontractors, if applicable.
- Additionally, the bidder must be the policyholder for all insurance coverage that will be provided by the successful bidder.

13. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM (PASS/FAIL)

The Bidders will be required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form.

14. CERTIFICATE OF INSURANCE AND BONDING REQUIREMENTS

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include: general liability, workers compensation, and automobile insurance with Bid submittal. If awarded, insurance must comply with the Required Limits of Insurance and include builder's risk as indicated in Section III of the specifications.

15. EVALUATION CRITERIA

Bids will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the bid itself, the qualifications of the applicant and the resulting final negotiated agreement. The City's decisions in these matters shall be final and binding. The City's evaluation will include, but not limited to, consideration of the following:

A. Completeness and responsiveness of bid.
B. Bid price
C. Qualifications and Experience
D. Quality of Work (references and previous work experience)
E. Project schedule and availability

16. REFERENCE CHECK FORM (PASS/FAIL)

Please provide references showing your expertise and experience in providing the services requested. Please complete the Reference Check form (page 32) and submit with your bid package. References should include project description, contact names, addresses, phone, and email.

17. BID VALIDITY/WITHDRAWAL OF BIDS

Bidders may not withdraw their bid for a period of ninety (90) calendar days after the bid opening date.

SECTION IV

STATEMENT OF WORK

1. OBJECTIVE

The Contractor shall provide all labor, materials, equipment, transportation, supervision, engineering support, and safety provisions necessary to assemble, install, decorate, maintain, dismantle, and store two **35-foot commercial-grade artificial Christmas trees** on designated government property.

The Contractor shall provide two complete and professionally installed holiday tree displays, including the structural frame, anchoring or ballast system, commercial-grade LED lighting, decorative elements, illuminated tree topper, maintenance services, dismantling, transportation, storage, and site restoration.

All work shall be performed in a safe, professional, and workmanlike manner and in accordance with this Scope of Work, applicable federal, state, and local laws, codes, regulations, permit requirements, manufacturer's specifications, and the direction of the Project Manager (PM).

2. SERVICE LOCATIONS

The Christmas trees shall be installed at the locations listed below.

- Avenue A and Indian River Drive roundabout
- 13th Street and Avenue D

3. PERIOD OF PERFORMANCE AND WORK SCHEDULE

- **Installation:** November 15–23, 2026. All installation, decoration, lighting, testing, and related work shall be completed prior to the City's December 1, 2026, lighting ceremony.
- **Maintenance:** The Contractor shall maintain the holiday trees, lighting, decorations, structural components, and associated systems throughout the designated display period.
- **Removal:** January 4–12, 2027.
- **Site Restoration:** All site restoration shall be completed no later than January 15, 2027.
- **Normal Work Hours:** 7:00 a.m. to 5:00 p.m., Monday through Friday. Weekend or extended-hour work requires prior approval from the Project Manager.

4. SCOPE OF WORK

Phase 1 – Pre-Installation and Site Management

The Contractor shall complete all necessary pre-installation activities prior to mobilization and erection of the holiday tree.

1. **Site Inspection and Survey:** Conduct comprehensive site inspections to verify existing conditions, including grade, access, overhead clearances, utility locations, staging areas, and other conditions that may affect the installation.
2. **Utility Clearance:** Confirm underground utility locations through applicable utility-locating procedures and "Call Before You Dig" services prior to any anchoring, footing, or other ground-disturbing activities.
3. **Engineering Review:** Provide stamped and sealed structural engineering calculations, as applicable, demonstrating that the tree structure, frame, anchoring, and/or ballast system meet applicable wind-load requirements. The minimum design requirement shall be **90 mph or the applicable local code requirement, whichever is more stringent**.
4. **Permitting:** Obtain all permits, approvals, inspections, and authorizations required for the installation, electrical connections, structural components, traffic control, or other work associated with the project.
5. **Safety Planning:** Submit an OSHA-compliant Activity Hazard Analysis (AHA) and site-specific safety plan prior to mobilization.
6. **Pedestrian and Traffic Control:** Provide and maintain appropriate pedestrian barriers, warning signage, barricades, and traffic control measures necessary to protect the public and workers during installation and removal.
7. **Site Protection:** Protect existing landscaping, pavement, utilities, structures, sidewalks, curbs, and other government property from damage resulting from the Contractor's operations.
8. **Pre-Installation Inspection:** Inspect all tree components, structural hardware, foliage panels, lighting, decorations, fasteners, and specialty components prior to assembly to identify damaged, missing, or defective items.

5. PHASE 2 – TRANSPORTATION AND STRUCTURAL INSTALLATION

The Contractor shall provide all transportation, equipment, labor, supervision, and qualified personnel necessary to safely deliver and install the holiday trees.

1. **Transportation and Delivery:** Transport all tree components, structural components, decorations, lighting, equipment, and related materials from the designated storage facility to the installation site.
2. **Logistics and Staging:** Coordinate delivery, equipment staging, crane or boom-lift access, forklift operations, and material handling to minimize disruption to public areas.
3. **Structural Assembly:** Assemble and erect the commercial-grade 35-foot artificial Christmas trees and steel structural frame in accordance with approved engineering calculations and manufacturer requirements.
4. **Crane and Equipment Operations:** Utilize appropriately certified crane, forklift, boom-lift, and equipment operators. All lifting and rigging operations shall be performed by qualified personnel.
5. **Anchoring and Ballast:** Install the approved anchoring, ballast, footing, or other stabilization system required to secure the tree. Drilling, cutting, or penetration of protected surfaces is prohibited unless specifically authorized in writing by the City.
6. **Structural Inspection:** Verify that all structural connections, fasteners, frame sections, anchors, and ballast systems are properly installed and secured.

7. **Site Safety:** Maintain a safe work zone throughout installation and prevent unauthorized access to areas where lifting, rigging, or equipment operations are occurring.

6. PHASE 3 – DECORATION, ELECTRICAL AND LIGHTING

The Contractor shall complete all decorative and electrical work necessary to provide fully illuminated and professionally finished holiday displays.

1. **Foliage Installation:** Properly install, shape, and position all foliage panels to provide a full, uniform, and aesthetically pleasing appearance.
2. **Decorations:** Install weather-resistant, shatterproof ornaments, bows, and other approved decorative elements using secure, weather-resistant fasteners.
3. **Tree Topper:** Install the illuminated tree topper and securely fasten it in accordance with manufacturer's specifications and applicable safety requirements.
4. **LED Lighting:** Install commercial-grade LED holiday lighting throughout the tree to provide a uniform and visually consistent display.
5. **Electrical Distribution:** Connect lighting to appropriate GFI-protected temporary or permanent power sources in accordance with applicable electrical requirements.
6. **Cable Management:** Secure and manage all electrical cabling to eliminate trip hazards and protect cables from pedestrian and vehicular traffic. Protective cable ramps shall be provided where cables cross pedestrian or vehicle pathways.
7. **Electrical Testing:** Test all lighting circuits and electrical connections prior to the lighting ceremony. Verify that lighting operates properly and that electrical loads and connections are suitable for the installation.
8. **Safety Compliance:** All electrical equipment, lighting, cords, connections, and related components shall be suitable for outdoor use and installed in accordance with applicable codes and manufacturer's requirements.
9. **Final Appearance:** Adjust lighting, foliage, ornaments, bows, and other decorative components as necessary to provide a uniform, balanced, and visually consistent holiday display.

7. PHASE 4 – MAINTENANCE AND EMERGENCY SERVICES

The Contractor shall provide ongoing maintenance and emergency services throughout the holiday display period.

1. **Routine Inspections:** Conduct routine inspections of the tree structure, anchoring or ballast system, foliage, decorations, lighting, electrical connections, and surrounding area.
2. **Lighting Maintenance:** Promptly repair or replace failed, damaged, or non-functioning LED lighting.
3. **Decorative Maintenance:** Repair, replace, or reposition loose, damaged, missing, or displaced ornaments, bows, foliage panels, and other decorative components.
4. **Structural Inspections:** Monitor the tree and anchoring system for movement, instability, damage, or other conditions that could affect the safety or integrity of the installation.
5. **Electrical Maintenance:** Maintain electrical connections, cabling, GFI protection, and other electrical components in safe and operational condition.

6. **Emergency Contact:** Provide a 24-hour emergency contact for reporting structural, electrical, or other safety-related concerns.
7. **Emergency Response:** The Contractor shall respond to structural or electrical emergencies within **four (4) hours** of notification.
8. **Hazardous Conditions:** Immediately notify the GPM of any condition presenting a potential hazard to the public, City personnel, or Contractor personnel and take appropriate corrective action.
9. **Weekly Inspections:** At a minimum, conduct documented weekly inspections of the anchors, structural components, electrical systems, lighting, and decorative elements during the display period.

8. PHASE 5 - DISMANTLING, REMOVAL, STORAGE, AND SITE RESTORATION

Upon completion of the holiday display period, the Contractor shall safely dismantle and remove the holiday trees and restore the installation site.

1. **Dismantling:** Remove all decorative elements, ornaments, bows, tree topper, LED lighting, electrical components, foliage panels, structural framing, anchoring, ballast, and associated materials.
2. **Equipment:** Utilize appropriate cranes, boom lifts, forklifts, tools, and equipment to safely dismantle and remove the tree.
3. **Packing and Labeling:** Pack and label reusable tree components, decorations, lighting, structural components, and related materials in durable storage containers suitable for future deployment.
4. **Transportation and Storage:** Return all reusable materials and components to the City's designated storage facility.
5. **Site Cleanup:** Remove all equipment, temporary barriers, signage, materials, debris, packaging, and other items associated with the Contractor's work.
6. **Site Restoration:** Restore the site to its original condition, including repair of any turf, pavement, landscaping, or other property damaged as a result of the Contractor's operations.
7. **Final Inspection:** Coordinate a final inspection with the PM to verify that all removal and restoration work has been completed satisfactorily.
8. **Completion:** All removal and site restoration activities shall be completed within the timeframes specified in Section 2.

9. CONTRACTORS REQUIREMENTS

The Contractor shall meet the following minimum requirements:

1. Provide appropriately certified and qualified operators for cranes, forklifts, boom lifts, and other specialized equipment used for the project.
2. Submit an OSHA-compliant Activity Hazard Analysis (AHA) and site-specific safety plan prior to mobilization.
3. Provide evidence of required licenses, certifications, permits, and qualifications applicable to the work.
4. Maintain general liability insurance and any other insurance required by the City's contract documents, including coverage applicable to heavy equipment operations on public property.
5. Comply with all applicable federal, state, and local safety requirements, including applicable OSHA requirements.

6. Comply with all manufacturer's installation requirements for the artificial tree, lighting, structural components, decorations, and associated equipment.
7. Provide qualified supervision for all phases of the work.
8. Maintain the work area in a clean and safe condition throughout installation, maintenance, and removal activities.
9. Immediately report any accident, injury, property damage, structural concern, electrical hazard, or other incident affecting the project to the PM.
10. Be responsible for correcting, at no additional cost to the City, deficiencies resulting from improper installation, workmanship, or failure to comply with the requirements of this Scope of Work.

SECTION V
REQUIRED FORMS

All forms included in this section must be included in your bid response.

SUMMARY OF REQUIRED FORMS

Form No. 1 – Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (1 page)
The prospective contractor of the recipe must certify by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

Form No. 2 – Drug Free Workplace Certification (1 page)
If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with your bid package. If your company has a Program, sign and return the form. shall be attached to the bid form.

Form No. 3 – Public Entity Crimes (3 pages)
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty- six (36) months from the date of being placed on the convicted vendor list.

Form No. 3 – E-Verify Affidavit (1 page)
Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Form No. 4 – Affidavit Regarding the Use Coercion for Labor or Service (2 page)
The Affidavit must be completed by a person authorized to make this attestation to make this attestation on behalf of the Bidder for the purpose of submitting a bid, quote, or other response, or otherwise entering into a contract with the County. The associated bid, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

Form No. 5 – Conflict of Interest Statement (2 page)
This Bid is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Firms are highly encouraged to review these Codes in order to ensure compliance with the same. If any bidder violates or is a party to a violation of an applicable Code of Ethics, such bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which this Bid is submitted and may be further disqualified from bidding on any future Bids (or other procurement requests and invitations) for work or for goods or services for the City

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180

(1). The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

_____

Name and Title of Authorized Representative

_____

_____ _____

Signature **Date**

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
Bidder's Signature

_____
Date

PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by _____
(Print individual's name and title)

for _____

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a

pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been

b. convicted of a public entity crime in Florida during the preceding 36 months shall
c. be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____of _____, 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: HOLIDAY TREE INSTALLATION AND DECORATIONS

Pursuant to Section 448.095, Florida Statutes, Contractor/Bidder/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Bidder/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Bidder/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Bidder/Responder enters into a contract with a subcontractor, Contractor/Bidder/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Bidder/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this ___day of _____, 20____by _____, who is □ personally known or □ produced identification (ID produced: _____).

Signature: _____(Seal)

NOTARY PUBLIC

My Commission Expires: _____

CONFLICT OF INTEREST STATEMENT

Bid No.: **2027-007**

Project Name: **HOLIDAY TREE INSTALLATION AND DECORATIONS**

The integrity of the procurement process requires that bidders disclose any actual, potential, or perceived conflicts of interest that may exist regarding this solicitation.

In accordance with applicable Florida law, ethical standards, and best practices recommended by the **National Institute of Governmental Purchasing**, all bidders must disclose any relationship or circumstance that could give rise to a conflict of interest or the appearance of a conflict of interest in connection with this solicitation or any resulting contract.

Disclosure Statement
The undersigned bidder hereby certifies the following (check one):

_____ **No Conflict of Interest**
The bidder certifies that no officer, director, employee, agent, or representative of the bidder has any financial interest, business relationship, or personal relationship with any employee, official, or elected official of the City of Fort Pierce that would create a conflict of interest or give the appearance of a conflict of interest in connection with this solicitation.

_____**Potential or Actual Conflict of Interest Disclosed**
The bidder certifies that the following potential or actual conflict of interest exists and is disclosed below. Attach additional pages if necessary.

Description of Relationship or Conflict:

_____

_____

_____

Name(s) of Individual(s) Involved:

_____

Position/Relationship with Bidder:

_____

Relationship to City of Fort Pierce Employee/Official (if applicable):

_____

Certification

By signing below, the bidder certifies that:

1. The information provided in this disclosure is true and complete to the best of the bidder's knowledge.
2. The bidder agrees to promptly disclose any conflict of interest that may arise during the solicitation process or during the term of any resulting contract.
3. The bidder understands that failure to disclose a conflict of interest may result in:
   - Disqualification from the solicitation,
   - Termination of any resulting contract, or
   - Other remedies available under applicable law or procurement policies.

Bidder Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Date: _____

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: _____

Authorized Representative's Name and Title: _____

Address: _____

City:_____ State:_____ Zip Code:_____

Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is
   not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:_____

Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this _____day of _____, 20_____by _____, who is

☐ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____(Seal)

Print Name: _____My Commission Expires: _____

REFERENCES
BID NO. 2027-007
HOLIDAY TREE INSTALLATION AND DECORATIONS

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

10-2018)

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

BID RESPONSE FORM

Bid Item	HOLIDAY TREE INSTALLATION AND DECORATIONS		
Bid Number	2027-007	Due Date & Time	1:00 PM, TUESDAY, OCTOBER 20, 2026

The Offeror hereby submits a bid in accordance with the specifications provided. The Offeror agrees to furnish all items and/or services to the City of Fort Pierce at the locations designated, in full compliance with the specifications, and at the prices listed below:

Lump Sum Total	**$ _____**

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

Vendor: _____

(*Please include Remit to address if different than address stated above)

Remit to: _____

_____

CITY OF FORT PIERCE
BID SUBMITTAL CHECKLIST

This checklist is provided to assist bidders in preparing a complete response. It identifies key documents required for a compliant submission. The checklist is provided for convenience only. Bidders are responsible for reviewing the entire Invitation to Bid (ITB) and ensuring all requirements are satisfied.

Check "Yes" or "No" to each of the following:

REQUIREMENT	YES	NO
Copy of current business license (**State of Florida and / or local**)		
Proof of insurance general liability, as required (Must meet City requirements) • **If the bidder does not currently have the required insurance(s) specified in Section II – Required Limits of Insurance, they must provide a letter from their insurance agent or broker. This letter should confirm that, if awarded the project, the bidder will be able to obtain the necessary insurance.** • The awarded bidder is also required to provide the City of Fort Pierce with proof of insurance for all subcontractors, if applicable. • Additionally, the bidder must be the policyholder for all insurance coverage that will be provided by the successful bidder.		
Completed IRS Form W-9		
Conflict of Interest Disclosure		
Non-Collusion Affidavit		
Drug-free Workplace Certification		
Public Entity Crimes Statement		
E-Verify Compliance Certification		
Is Bid Response Form completed, signed, and attached?		
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked?		
Did you submit your bid electronically?		
For Hard Copy Submissions Only: Are two (2) complete bid packages included (one original and one copy)		

For Hard Copy Submissions Only: Bid envelope is marked accordingly.		
Have you made sure your corporate address matches your Sunbiz information ?		
Is each Bid Addendum (when issued) signed and included?		

Vendor Certification

The undersigned certifies that the bid submitted to the City of Fort Pierce is complete, accurate, and in full compliance with all applicable requirements, specifications, and Florida Statutes, unless otherwise clearly noted.

Contractor/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

EXHIBIT B
RILEIGHS OUTDOOR, LLC dba HOLIDAY OUTDOOR DÉCOR BID SUBMITTAL

From Moments to Memories
American Craftsmanship in Every Space™



City of Fort Pierce

100 N U.S. Highway 1
Fort Pierce, FL 34950

RESPONSE TO: BID-2027-007-0-2027/AC

HOLIDAY TREE INSTALLATION, AND DECORATIONS

Firm: Rileighs Outdoor, LLC dba Holiday Outdoor Decor
Due Date: October 20, 2026, 1:00 PM
Local Address: 3124 NW 16th Terrace, Pompano Beach, FL 33064
Corporate Address: 1053 N. Plymouth St. Allentown, PA 18109
Project Contact: Sarah Geiler
Email: Sgeiler@holidayoutdoordecor.com

From Moments to Memories
American Craftsmanship in Every Space™

City of Fort Pierce

BID-2027-007-0-2027/AC
Rileighs Outdoor, LLC dba Holiday Outdoor Decor

Sarah Geiler - Director of Sales
P: (561) 635-7791
E: Sgeiler@holidayoutdoordecor.com

TABLE OF CONTENTS

Title Page 1
Table of Contents 2
TAB 1 | PROJECT SNAPSHOT & LETTER OF INTEREST 3
1.1 Project Snapshot
1.2 Letter of Interest
TAB 2 | QUALIFICATIONS & EXPERIENCE 8
2.1 Company Profile & Management Plan
TAB 3 | KEY PERSONNEL AND PROJECT TEAM 12
3.1 Organizational Chart
3.2 Resumes - Key Personnel
TAB 4 | SIMILAR PROJECTS/REFERENCES 15
4.1 Experience & References
TAB 5 | PROPOSAL 21
5.1 Proposal - Holiday Program 2026
5.2 2026/2027 Options
TAB 6 | ADDITIONAL DATA/COMPLIANCE FORMS 26
6.1 Required Forms
6.2 Sunbiz
6.3 Business Tax Receipt
6.4 MOT Certifications
6.5 E-Verify



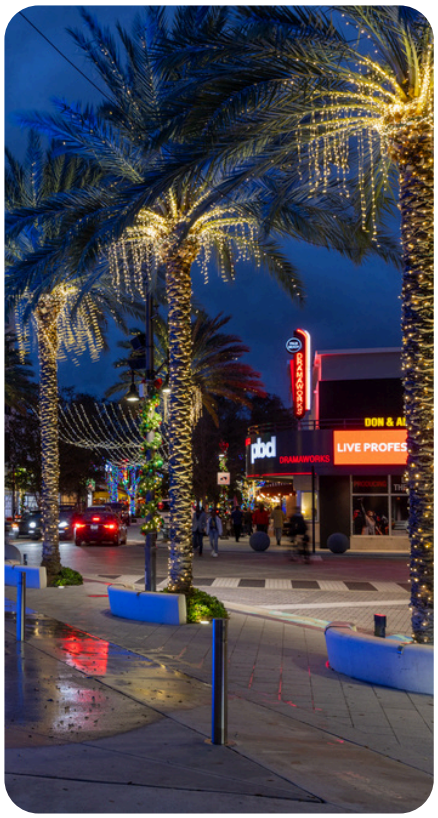
From Moments to Memories
American Craftsmanship in Every Space™

City of Fort Pierce

BID-2027-007-0-2027/AC

TAB 1

PROJECT SNAPSHOT & LETTER OF INTEREST







PROJECT SNAPSHOT



The images of the Fort Pierce tree featured in this document showcase our work in tree installation and decoration.

TOTAL COST 2026: $ 20,335

As the trusted vendor collaborating with the City of Fort Pierce since 2022, we're proud to offer you the advantage of knowing your two trees are prepared and ready for installation.

1. AVENUE A & INDIAN RIVER DRIVE ROUNDABOUT
2. 13TH STREET & AVENUE D

CONFIDENTIAL | Reproduction, copying or use without prior consent is strictly prohibited

City of Fort Pierce
1300 9th Street St. Cloud, FL 34769

Dear, City of Fort Pierce,

We are excited at the opportunity to turn moments to memories at the City of Fort Pierce!

Holiday Outdoor Decor creates experiences that transform the everyday into the extraordinary. With more than 100 years innovating, we stand out as leaders in the outdoor decoration industry. From the heart of local communities to the vision of municipalities, Holiday Outdoor Decor is proud to be the architect of magical experiences that inspire, connect and leave a lasting impression. Our work is backed by:

100+ YEARS OF EXPERIENCE

Holiday Outdoor Décor has been in the holiday lighting and décor business for over 100 years and in the state of Florida for over 40 years. We understand the scope of work laid out in the proposal request and are committed to and more than capable of successfully completing the workload with efficiency and a high level of customer service and professionalism.

GLOBAL DESIGN, LOCALLY SOURCED

We fuse global vision with local roots to offer Made-in-the-USA. high-quality designs that bring charm and warmth to main streets, town squares, and local gathering spaces.

WHY HOD

20K nationwide customers

1 manufacturing plants in the US

4 storage warehouses

5 company-owned bucket trucks. Fleet of 30+ in season

40 decorators on the road during the season

9 expert design consultants

120 FT employees 50+seasonal

CONFIDENTIAL | Reproduction, copying or use without prior consent is strictly prohibited

EXCEPTIONAL SERVICE

From concept to installation, take down, storage, and maintenance - we can handle it all so you can focus on what matters most: your community. Having worked within the city of Fort Pierce for four years, we understand the logistics and how to coordinate the most efficient installation and removal process including:

- Power requirements and locations
- World class design and fabrication
- Traffic patterns and installation procedures tailored to each area
- Specialized procedures to maintain like-new conditions for term of contract of all custom designed displays & materials
- Decorators supervising installations to maintain visual design integrity of the displays
- Superior storage and handling of all materials
- Storage facility is a Category 5 rated structure – 30,000 Sq. Ft.
- Dedicated Service Department working proactively to eliminate the need for service requests

BROADEST RANGE OF OUTDOOR DECOR PRODUCTS

At Holiday Outdoor Decor, we transform ordinary spaces into extraordinary experiences with the most complete range of outdoor decor. Our customers have access to traditional decorations made in the USA, as well as the latest global designs and technology through our exclusive partnerships.



HOLIDAY outdoor decor

Proudly Manufactured in the USA

Complete range of traditional displays, banners, custom-designed installations and more



blachere illumination

Exclusive US Distributor

Elegant designer displays with an European touch



twinkly PRO

Preferred Partner

Cutting-edge smart lighting and lighting trees

CONFIDENTIAL | Reproduction, copying or use without prior consent is strictly prohibited

SUSTAINABLE PRACTICES

We are continuously striving for eco-friendly products that are good for the environment and look good on your streets.

Our Designer Series line by Blachere Illumination features:

RECYPRINT©
500 billion bottles of plastic are produced each year. That's an ocean of plastic. Every year, 8 million tons of waste end up in our oceans. It creates a mass of floating plastic equal to one-third the size of Europe. For us at Holiday Outdoor Decor, that's unacceptable. So, a program was developed that recycles plastic from the food industry to help create the material for our displays.
This method reduces greenhouse gas emissions and eliminates countless bottles from ending up in our oceans.

BIOPRINT©
How sugar cane became a biodegradable sweet spot. Our commitment to protecting the planet begins with innovation and ends with invention. Introducing Bioprint©. A fully recyclable biomaterial made from an extremely abundant organic material: sugar cane. The plant is turned into dehydrated bioethanol in our lab and arrives as granules in our workshop. These granules are dyed with natural colors, injected into our 3D printers and, in turn, produce our eco-friendly, biodegradable structures. From Earth to Earth, as they say.



8 plastic bottles are recycled into a 2.5' Snowflake. Also pictured is our Recyprint 3D Turtle Recycling Container

We appreciate the opportunity to submit our proposal and are confident in our ability to deliver exceptional products, services and results. Thank you for considering Holiday Outdoor Decor for this project.

Warm regards,

Boris Bajlovic, CEO

CONFIDENTIAL | Reproduction, copying or use without prior consent is strictly prohibited

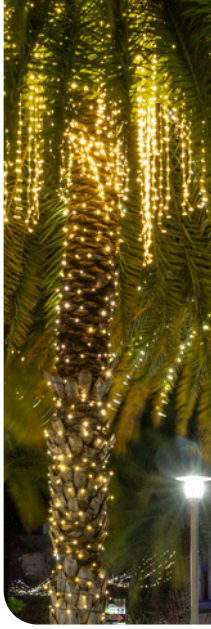
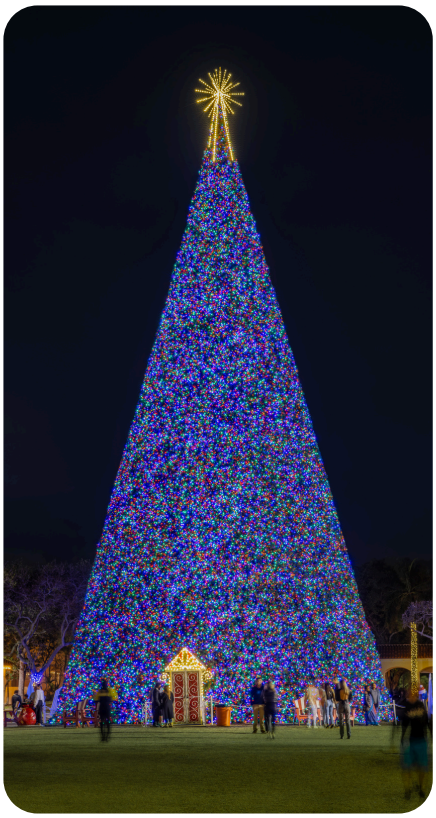
From Moments to Memories
American Craftsmanship in Every Space™

City of Fort Pierce

BID-2027-007-0-2027/AC

TAB 2

QUALIFICATIONS & EXPERIENCE





COMPANY PROFILE

Main Contact: Sarah Geiler - Director of Sales
Office Address: 3124 NW 16th Terrace, Pompano Beach, FL
Direct Number: 561-635-7791
Email Address: Sgeiler@holidayoutdoordecor.com

Entity Name: Rileighs Outdoor, LLC dba Holiday Outdoor Decor
Principal Place of Business Address: 1053 N Plymouth St., Allentown, PA 18109
Current Mailing Address: 1053 N Plymouth St., Allentown, PA 18109
Principal in Charge: Boris Bajlovic – Chief Executive Officer
Email Address: bbajlovic@holidayoutdoordecor.com
Phone Number: 717-875-8268
Fax Number: 610-432-0242

Rileighs Outdoor, LLC dba Holiday Outdoor Decor has a local and national presence.

Florida Office Addresses:
725 Southridge Industrial Dr., Tavares, FL 32778
3124 NW 16th Terrace, Pompano Beach, FL 33064

Our Florida offices, located in Lake County and Broward County, consist of 50 year-round employees and approximately 120 seasonal employees. We have a fleet of bucket trucks and 40 crews on the road during the holiday season in the State of Florida.

Company is licensed/certified/permitted to do business in the State of Florida.
Supplemental documentation will be included.

Legal Status: Partnership

Litigation: There has been no litigation or regulatory action filed against Holiday Outdoor Décor in the last ten (10) years.

Subcontractors will NOT be used on this project.

CONFIDENTIAL | Reproduction, copying or use without prior consent is strictly prohibited

MANAGEMENT PLAN

At Holiday Outdoor Décor, we believe in a **hands-on, collaborative approach**. Our team will work closely with you every step of the way, ensuring that all details and logistics are meticulously planned and executed. We'll be dedicated to:

- **Working together:** We value open communication and will partner with you to understand your specific needs and requirements.
- **Planning:** We'll ensure every detail, from pre-installation checks to final setup, is carefully considered.

On-Time Installation: We're committed to delivering your Holiday Program on schedule, minimizing any disruption to your operations. All decorations will be fully installed, tested, and operational by the dates requested in the Bid document.

Our commitment doesn't end with installation. We understand that ongoing support is crucial. That's why we're available to you via phone or email, even during those "odd hours." We're confident that our team's expertise and dedication will exceed your expectations and look forward to building a strong and lasting partnership with you.



DESIGN

We will review the scope of work and proposal with the team to ensure every detail meets the City of Fort Pierce standards.



INSTALLATION

The warehouse team oversees the installation of décor and lighting, ensuring that all items are properly loaded onto trucks and accounted for. Our experienced managers, each with two decades of expertise, will lead the installation teams. Each crew member will receive installation documentation that outlines power requirements and starting points, accompanied by descriptions and images of each area. Both installation and removal will take place within the specified timeframes.

CONFIDENTIAL | Reproduction, copying or use without prior consent is strictly prohibited

MANAGEMENT PLAN

MAINTENANCE

Our scope of work includes installation, service, removal and proper storage and off-season refurbishment throughout the term of the contract. During the off season we will quality check every item that is installed. Items will be refurbished and well maintained to keep a like-new appearance for the entirety of the contract. All lights and décor will be commercial grade which minimizes outages. All light bulbs and hardware can be replaced on site.

EMERGENCY REPAIRS

Our dedicated service department will provide routine service and work proactively to eliminate the need for service requests. For Holiday programs, service is provided from the time of light up until December 31st. For damage done by landscapers, vermin or vandals, customer will be charged for products replaced. To notify us, day or night, of a service need, please use the link below.

To guarantee your peace of mind, our technicians are equipped with tablets and a specialized reporting system. This allows them to document completed work with photos, providing you with clear visual confirmation that your lights are shining brightly and no further action is required. All service requests will be resolved within 24 hours or less!

Service Email Address: servicefl@holidayoutdoordecor.com
Service Online Form: Install Service Request



CONFIDENTIAL | Reproduction, copying or use without prior consent is strictly prohibited

From Moments to Memories
American Craftsmanship in Every Space™

City of Fort Pierce

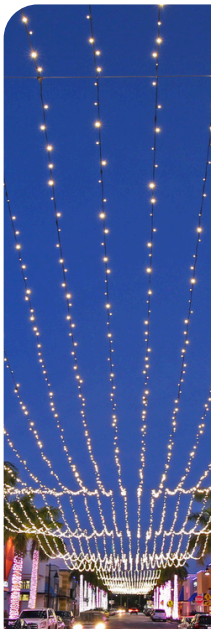
BID-2027-007-0-2027/AC

TAB 3

KEY PERSONNEL & PROJECT TEAM






KEY PERSONNEL - ORGANIZATIONAL CHART



BORIS BAJLOVIC
Chief Executive Officer



SHERMAINE CLARK
Operations Manager



ASHLEY BROWN
Sr. Vice President
Sales & Marketing



SARAH GEILER
Director of Sales

CONFIDENTIAL | Reproduction, copying or use without prior consent is strictly prohibited

RESUMES



DIRECTOR OF SALES: SARAH GEILER
Role: Sales, Project Manager
Years of Experience: 8

- **Area of Expertise:** Customer Service, Project Management, Municipality Bids
- **Short Bio:** Since 2018, Sarah has been part of the commercial holiday sector, beginning her journey as a Sales Assistant and rising to the position of Director of Sales with her own client portfolio. She excels in managing municipality bids and has prior experience as a Project Coordinator in an engineering firm. Sarah earned a Bachelor's degree in Communication and Public Relations.



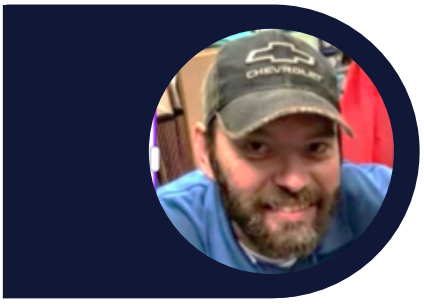
OPERATIONS MANAGER: SHERMAINE CLARK
Role: Project Manager, Lead Installer, Specialist/Trouble Shooter
Years of Experience: 26

- **Area of Expertise:** Operations, Installation, Product Knowledge
- **Short Bio:** With over 15 years as the lead installer, Shermaine manages all aspects of installation and removal. He is an adept problem solver with extensive product knowledge and holds MOT certification.



LIGHTING MANAGER: CHRISTOPHER RAPUZZI
Role: Lighting Manager, Installer
Years of Experience: 21

- **Area of Expertise:** Leading efficient and high-quality installation & removal of lights
- **Short Bio:** Christopher joined the company in 2005. He quickly showcased his managerial skills, focusing on training and supervising installations while ensuring a safe work environment and delivering excellent results. Certified in the MOT Intermediate Course.



SENIOR MANAGER: DONALD HOWELL
Role: Senior Manager - Lease Business
Years of Experience: 30

- **Area of Expertise:** Product Knowledge, Operations, Municipal Projects

Short Bio: Donald began his holiday career in 1996 while still in high school. He joined Holiday Illumination as a full-time employee in 2001, focusing on small commercial and municipal projects. In 2008, he partnered with CDFL/HOD, where he took on roles in crew management, operations coordination, and overseeing the custom fabrication shop. In recent years, he has concentrated on animated light displays and lighting. Certified in the MOT Intermediate Course.

CONFIDENTIAL | Reproduction, copying or use without prior consent is strictly prohibited

From Moments to Memories
American Craftsmanship in Every Space™

City of Fort Pierce

BID-2027-007-0-2027/AC

TAB 4

EXPERIENCE/REFERENCES









REFERENCES

TOWN OF PALM BEACH | FL

PROJECT CONTACT	**PAUL COLBY** Facility Division Manager – (561) 227-7019
ADDRESS	951 Old Okeechobee, Suite D, PO BOX 2029, Palm Beach, FL 33401
EMAIL	pcolby@townofpalmbeach.com
SEASONS SERVICED	40+ Years
DESCRIPTION	Installation of three Christmas Trees ranging from 16' up to 40'. Poles wrapped in pine garland throughout the Town and extensive palm tree lighting. Work always performed within time frames.
KEY PERSONNEL	Sarah Geiler, Donald Howell
ANNUAL PROJECT BUDGET	**$150,000.00**







CONFIDENTIAL | Reproduction, copying or use without prior consent is strictly prohibited

REFERENCES

CITY OF SUNRISE | FL

PROJECT CONTACT	**MARIA LITTLE** Deputy Director – (954) 747-4660
ADDRESS	10610 West Oakland Park Boulevard, Sunrise, FL 33351
EMAIL	mlittle@sunrisefl.gov
SEASONS SERVICED	7+ Years
DESCRIPTION	Installation of a 38' Christmas Tree, monument sign enhancers, and palm tree lighting.
KEY PERSONNEL	Sarah Geiler, Chris Rapuzzi
ANNUAL PROJECT BUDGET	**$60,000**



CONFIDENTIAL | Reproduction, copying or use without prior consent is strictly prohibited

REFERENCES

CITY OF TAVARES | FL

PROJECT CONTACT	**SCOTT ALDRICH** Community Services Manager – (352) 742-6477
ADDRESS	201 E Main Street, Tavares, FL 32778
EMAIL	saldrich@tavares.org
SEASONS SERVICED	7+ Years
DESCRIPTION	Installation of custom light displays, streetlight decorations, 30' Christmas Tree, 21' Tree of Lights honoring veterans, 3D Displays, complete exterior and interior of their Pavilion, garland, wreaths, heavily wrapped branch trees through out the park, palm trees along Main Street and main Entrance driveway. Work performed within time frames.
KEY PERSONNEL	Joe Campbell, Shermaine Clark, Chris Rapuzzi, Sarah Geiler
ANNUAL PROJECT BUDGET	**$190,000.00**







CONFIDENTIAL | Reproduction, copying or use without prior consent is strictly prohibited

REFERENCES

CITY OF SAINT PETERSBURG | FL

PROJECT CONTACT	**ANGELA FARBER** Parks and Recreation – 727-892-5874
ADDRESS	1400 19th St. North St. Petersburg, FL 33713
EMAIL	angela.farber@stpete.org
SEASONS SERVICED	25+ Years
DESCRIPTION	Install, maintain, and remove holiday décor in a 3-block area near the pier in Straub Park, also included is a 42' holiday tree. and lights in downtown square and city hall area.
KEY PERSONNEL	Joe Campbell, Shermaine Clark
ANNUAL PROJECT BUDGET	**$150,000.00**







CONFIDENTIAL | Reproduction, copying or use without prior consent is strictly prohibited

REFERENCES

CITY OF MELBOURNE | FL

PROJECT CONTACT	**KIM AGEE** Executive Director – (321) 724-1741
ADDRESS	2004 Vernon Place, Melbourne, FL 32901
EMAIL	kim@downtownmelbourne.com
SEASONS SERVICED	3+ Years
DESCRIPTION	Installation of 20' Christmas tree, two large fiberglass displays, PVC Garland, and over 180 Red Glitter Bows.
KEY PERSONNEL	Sarah Geiler, Shermaine Clark
ANNUAL PROJECT BUDGET	**$30,000.00**





CONFIDENTIAL | Reproduction, copying or use without prior consent is strictly prohibited

From Moments to Memories
American Craftsmanship in Every Space™

City of Fort Pierce

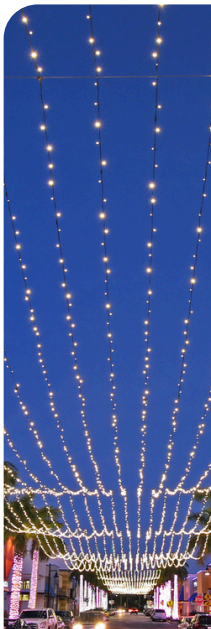
BID-2027-007-0-2027/AC

TAB 5

PROPOSAL






PROPOSAL | HOLIDAY PROGRAM 2026

AREA 1 | NORTH INDIAN RIVER DRIVE AND AVENUE A

INSTALL HIGHLIGHT

We will set up one (1) 26-foot Cool White LED Panel Tree, complete with a 6-foot LED topper. The total height will reach 32 feet, and the tree will be adorned with vibrant multicolor holiday ball ornaments.

AREA COST: $ 10,167.50

PRODUCTS IN THIS AREA
26' COOL WHITE PANEL TREE
6' LED TREE TOPPER





CONFIDENTIAL | Reproduction, copying or use without prior consent is strictly prohibited

PROPOSAL | HOLIDAY PROGRAM 2026

AREA 2 | 13TH STREET AND AVENUE D

INSTALL HIGHLIGHT

We will set up one (1) 26-foot Multicolor LED Panel Tree, complete with a 6-foot LED topper. The total height will reach 32 feet, and the tree will be adorned with vibrant multicolor holiday ball ornaments.

AREA COST: $ 10,167.50

PRODUCTS IN THIS AREA
26' MULTICOLOR PANEL TREE
6' LED TREE TOPPER



CONFIDENTIAL | Reproduction, copying or use without prior consent is strictly prohibited

PROPOSAL | HOLIDAY PROGRAM 2026

TREE SIZE

For 2026: We propose utilizing the two existing trees that have been designated for the City of Fort Pierce project. Considering the shorter timeline this season, this ensures a successful installation within the required timeframe.

As we look to 2027 and beyond, we have the flexibility to grow the tree to any size the city desires.





CONFIDENTIAL | Reproduction, copying or use without prior consent is strictly prohibited

CATALOG | 2026

CUSTOM FABRICATION & OUR CATALOUG

CHECK OUT OUR CATALOG - WE ALSO HAVE CUSTOM DESIGN AND FABRICATION!

https://holidayoutdoordecor.com/catalogs/









CONFIDENTIAL | Reproduction, copying or use without prior consent is strictly prohibited

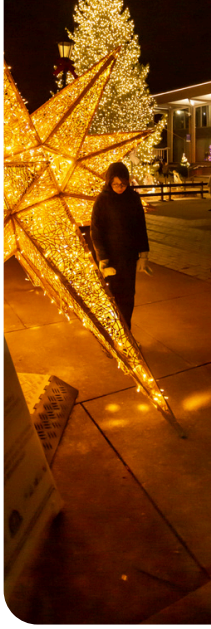
From Moments to Memories
American Craftsmanship in Every Space™

City of Fort Pierce

BID-2027-007-0-2027/AC

TAB 6

REQUIRED FORMS & ADDITIONAL DATA






DELIVER TO: **City of Fort Pierce, Purchasing Department** **Room 101** **100 North U.S. FLORIA** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Department, Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Annie Carisma (772) 467-3753	**Bid No: 2027-007**
Non-Mandatory Pre-Bid Conference: **10:00 A.M., MONDAY, OCTOBER 12, 2026**	**Bid Title: HOLIDAY TREE INSTALLATION, AND DECORATIONS**
Mandatory Site-Visit Location: **100 NORTH U.S. HIGHWAY 1** **ENGINEERING CONFERENCE ROOM, 1ST FLOOR** **FORT PIERCE, FL 34950**	**Bid Opening Location:** **Purchasing Department Conference Room, Room 101 100 North U.S. #1, 1st Floor** **Fort Pierce, Florida 34950**
Bid Due Date & Time: **1:00 PM, TUESDAY, OCTOBER 20, 2026**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Bidder Name: Rileighs Outdoor, LLC dba Holiday Outdoor Decor **Mailing Address:** 1053 N Plymouth Street Allentown, PA 18109	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** X R W Advena **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:** Ryan Advena
Type of Entity (Select one): **Corporation** LLC **Partnership** **Proprietorship**	**Title:** CFO
Incorporated in the State of: Delaware **Year:** 2018	**Delivery in** 30 **days, ARO**
Phone Number: 561-635-7791	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:** 83-3166513
E-Mail Address: Sgeiler@holidayoutdoordecor.com	**Local Business:** ___Y _X_N **MWBE:** ___Y _X_N
Bid Security is attached, when required, in the amount of $ N/A **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:** N/A
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180

(1). The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Rileighs Outdoor, LLC dba Holiday Outdoor Decor

Name and Title of Authorized Representative

Ryan Advena - CFO

R W Advena

Signature

10.19.2026

Date

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that

Rileighs Outdoor, LLC dba Holiday Outdoor Decor does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

10.19.2026
Date

PUBLIC ENTITY CRIMES AFFIDAVIT

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

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

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by Ryan Advena - CFO
(Print individual's name and title)

for Rileighs Outdoor, LLC dba Holiday Outdoor Decor

whose business address is 1053 N Plymouth St, Allentown, PA 18109

(If applicable) its Federal Employer Identification Number (FEIN) is 83-3166513

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls

another person. A person who knowingly enters into a joint venture with a person who has been

b. convicted of a public entity crime in Florida during the preceding 36 months shall
c. be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

✓ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

N W Adverse
(Signature)

10.19.2026
(Date)

STATE OF FLORIDA

COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority Ryan Advena
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day 19th of October, 2026.

NOTARY PUBLIC STATE OF FLORIDA
GINA GEILER
MY COMMISSION # HH 812792
EXPIRES: October 5, 2030

(NOTARY PUBLIC)

My Commission Expires: 10/05/2030

E-VERIFY
AFFIRMATION STATEMENT

Description: HOLIDAY TREE INSTALLATION AND DECORATIONS

Pursuant to Section 448.095, Florida Statutes, Contractor/Bidder/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Bidder/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Bidder/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Bidder/Responder enters into a contract with a subcontractor, Contractor/Bidder/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Bidder/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Bidder Company Name: Rileighs Outdoor, LLC dba Holiday Outdoor Decor

Authorized Company Person's Signature: _____

Authorized Company Person's Title: CFO

Date: 10.19.2026

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 19th day of October, 2026 by Ryan Advena, who is ☑ personally known or ☐ produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: 10/05/2030

GINA GEILER
MY COMMISSION # HH 812792
EXPIRES: October 5, 2030

CONFLICT OF INTEREST STATEMENT

Typxt he

Bid No.: **2027-007**

Project Name: **HOLIDAY TREE INSTALLATION AND DECORATIONS**

The integrity of the procurement process requires that bidders disclose any actual, potential, or perceived conflicts of interest that may exist regarding this solicitation.

In accordance with applicable Florida law, ethical standards, and best practices recommended by the **National Institute of Governmental Purchasing**, all bidders must disclose any relationship or circumstance that could give rise to a conflict of interest or the appearance of a conflict of interest in connection with this solicitation or any resulting contract.

Disclosure Statement
The undersigned bidder hereby certifies the following (check one):

✓ **No Conflict of Interest**
The bidder certifies that no officer, director, employee, agent, or representative of the bidder has any financial interest, business relationship, or personal relationship with any employee, official, or elected official of the City of Fort Pierce that would create a conflict of interest or give the appearance of a conflict of interest in connection with this solicitation.

_____**Potential or Actual Conflict of Interest Disclosed**
The bidder certifies that the following potential or actual conflict of interest exists and is disclosed below. Attach additional pages if necessary.

Description of Relationship or Conflict:

Name(s) of Individual(s) Involved:

Position/Relationship with Bidder:

Relationship to City of Fort Pierce Employee/Official (if applicable):

Certification

By signing below, the bidder certifies that:

1. The information provided in this disclosure is true and complete to the best of the bidder's knowledge.
2. The bidder agrees to promptly disclose any conflict of interest that may arise during the solicitation process or during the term of any resulting contract.
3. The bidder understands that failure to disclose a conflict of interest may result in:
   - Disqualification from the solicitation,
   - Termination of any resulting contract, or
   - Other remedies available under applicable law or procurement policies.

Bidder Name:	Rileighs Outdoor, LLC dba Holiday Outdoor Decor
Authorized Representative Name:	Ryan Advena
Title:	CFO
Signature:	R Advena
Date:	10.19.2026

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Rileighs Outdoor, LLC dba Holiday Outdoor Decor

Authorized Representative's Name and Title: Ryan Advena - CFO

Address: 1053 N Plymouth St.

City: Allentown State: PA Zip Code: 18109

Phone Number: 484-224-6208 Email Address: Radvena@holidayoutdoordecor.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is
   not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ Ryan Advena - CFO 10.19.2026

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization

this 19 day of October, 2026 by Ryan Advena, who is

☑ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: Gina Geiler My Commission Expires: 10/05/2030

GINA GEILER
MY COMMISSION # HH 812792
EXPIRES: October 5, 2030

REFERENCES
BID NO. 2027-007
HOLIDAY TREE INSTALLATION AND DECORATIONS

Contact Person & Title	Simone B. James, Special Events Superintendent
Email Address	sjames@davie-fl.gov
Phone No.	954-797-1076
Company Name	Town of Davie
Mailing Address	8800 SW 36th Street
City, State, Zip	Davie, FL 33328
Type of commercial work contracted	Seasonal holiday decor lease, installation and removal
Contact Person & Title	Julie Ryan, Business District Manager
Email Address	julie.ryan@sarasotafl.gov
Phone No.	941-263-6282
Company Name	City of Sarasota
Mailing Address	1565 1st Street, Room 110
City, State, Zip	Sarasota, FL 34236
Type of commercial work contracted	Seasonal holiday decor lease, installation and removal

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Rileighs Outdoor, LLC

2 Business name/disregarded entity name, if different from above.

Holiday Outdoor Decor

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1053 N Plymouth Street **PO Box 4365**

6 City, state, and ZIP code

Allentown, PA 18109 **Bethlehem, PA 18018**

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	3	–	3	1	6	6	5	1	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** R V Adkins **Date** 1/21/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103 CN142816341-.-GAWU-26-27 Y	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Rileighs Outdoor LLC DBA/Holiday Outdoor Décor & Trendline Capital Equity Partners I, LP PO Box 4365, Blanglois Bethlehem, PA 18018	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** XL Insurance America, Inc. — 24554 **INSURER B :** XL Specialty Insurance Company — 37885 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-007181582-11 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GGG7479259-02	05/01/2026	05/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			GGA7479260-02	05/01/2026	05/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	GWG7479258-02 FL,MN,PA,WI,IL,TX,NJ	05/01/2026	05/01/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

A waiver of subrogation applies on the Workers Compensation policy, where required by written contract.

CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Department
PO Box 1480
Fort Pierce, FL 34954-1480

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

BID RESPONSE FORM

Bid Item	HOLIDAY TREE INSTALLATION AND DECORATIONS		
Bid Number	2027-007	Due Date & Time	1:00 PM, TUESDAY, OCTOBER 20, 2026

The Offeror hereby submits a bid in accordance with the specifications provided. The Offeror agrees to furnish all items and/or services to the City of Fort Pierce at the locations designated, in full compliance with the specifications, and at the prices listed below:

Lump Sum Total	$ See Revised Bid Response Form (Addendum No. 2)

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE
1	10/9/2026
2	10/14/2026

Vendor: Rileighs Outdoor, LLC dba Holiday Outdoor Decor

(*Please include Remit to address if different than address stated above)

Remit to: PO Box 4365

Bethlehem, PA 18018

REVISED
BID RESPONSE FORM

Bid Item	HOLIDAY TREE INSTALLATION AND DECORATIONS		
Bid Number	2027-007	Due Date & Time	1:00 PM, TUESDAY, OCTOBER 20, 2026

The Bidder hereby agrees to furnish all materials, equipment, labor, and services in accordance with the solicitation specifications and Statement of Work, at the locations designated by the City of Fort Pierce.

Bidders shall provide firm, fixed annual pricing for each Christmas tree-size option for the three (3) year contract term, inclusive of all costs associated with delivery, installation, decoration, illumination, maintenance, dismantling, removal, and site restoration, as specified herein.

Option A – Two (2) 30-Foot Christmas Trees - OPTION FOR 2027-BEYOND	
Contract Year 1 - OVERALL HEIGHT w/Topper 36'	$ 32,454.00
Contract Year 2 - OVERALL HEIGHT w/Topper 36'	$ 32,454.00
Contract Year 3 - OVERALL HEIGHT w/Topper 36'	$ 32,454.00
Total Three-Year Cost	$ 97,362.00

Option B – Two (2) 25-Foot Christmas Trees - OPTION FOR 2026 - BEYOND	
Contract Year 1 - 26' TREE W/6' TOPPER OVERALL HEIGHT 32'	$ 20,335.00
Contract Year 2- 26' TREE W/6' TOPPER OVERALL HEIGHT 32'	$ 20,335.00
Contract Year 3- 26' TREE W/6' TOPPER OVERALL HEIGHT 32'	$ 20,335.00
Total Three-Year Cost	$ 61,005.00

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE
1	10/9/2026
2	10/14/26

Vendor: Rileighs Outdoor, LLC dba Holiday Outdoor Decor

Address: 1053 N. Plymouth St.

City, State, Zip Code: Allentown, PA 18109

Email Address: sgeiler@holidayoutdoor.com

Typed Name, Title: Sarah Geiler - Director of Sales

Signature: Sarah Geiler **Date:** 10.20.26

Telephone# 561-635-7791

REVISED
BID RESPONSE FORM

(Please include Remit to address if different than address stated above)

Remit To: PO Box 4365
Bethlehem, PA 18018

CITY OF FORT PIERCE
BID SUBMITTAL CHECKLIST

Typ text here

This checklist is provided to assist bidders in preparing a complete response. It identifies key documents required for a compliant submission. The checklist is provided for convenience only. Bidders are responsible for reviewing the entire Invitation to Bid (ITB) and ensuring all requirements are satisfied.

Check "Yes" or "No" to each of the following:

REQUIREMENT	YES	NO
Copy of current business license (**State of Florida and / or local**)	✓	
Proof of insurance general liability, as required (Must meet City requirements) • **If the bidder does not currently have the required insurance(s) specified in Section II – Required Limits of Insurance, they must provide a letter from their insurance agent or broker. This letter should confirm that, if awarded the project, the bidder will be able to obtain the necessary insurance.** • The awarded bidder is also required to provide the City of Fort Pierce with proof of insurance for all subcontractors, if applicable. • Additionally, the bidder must be the policyholder for all insurance coverage that will be provided by the successful bidder.	✓	
Completed IRS Form W-9	✓	
Conflict of Interest Disclosure	✓	
Non-Collusion Affidavit	✓	
Drug-free Workplace Certification	✓	
Public Entity Crimes Statement	✓	
E-Verify Compliance Certification	✓	
Is Bid Response Form completed, signed, and attached?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked?	✓	
Did you submit your bid electronically?	✓	
For Hard Copy Submissions Only: Are two (2) complete bid packages included (one original and one copy)		✓

For Hard Copy Submissions Only: Bid envelope is marked accordingly.		✓
Have you made sure your corporate address matches your Sunbiz information ?	✓	
Is each Bid Addendum (when issued) signed and included?	✓	

Vendor Certification

The undersigned certifies that the bid submitted to the City of Fort Pierce is complete, accurate, and in full compliance with all applicable requirements, specifications, and Florida Statutes, unless otherwise clearly noted.

Contractor/Bidder Company Name: Rileighs Outdoor, LLC dba Holiday Outdoor Decor

Authorized Company Person's Signature: 

Authorized Company Person's Title: CFO

Date: 10.19.2026

October 9, 2026

CITY FORT PIERCE

HOLIDAY TREE INSTALLATION, AND DECORATIONS

BID NO. 2027-007
ADDENDUM NO.1

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

QUESTIONS / ANSWERS

1. **QUESTION: Which size of tree is the city requesting:**

   ANSWER: The tree should be 30 feet tall, with a 5-foot topper, for a total height of 35 feet.
2. **QUESTION:** What color LED lights are requested to be on the trees and what color ornaments?

   ANSWER: The lights should be white, and the ornaments should be silver/gold colored.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Sarah Geiler
Manual

Signature: Sarah Geiler - Director of Sales
Typed or Printed

Company Name: Rileighs Outdoor, LLC dba Holiday Outdoor Decor

Address: 1053 N. Plymouth St. Allentown PA 18109 (Corporate)

Local: 3124 NW 16th Terrace, Pompano Beach, FL 33064

Date: 10.20.26

/mg

October 14, 2026

CITY FORT PIERCE

HOLIDAY TREE INSTALLATION AND DECORATIONS

BID NO. 2027-007

ADDENDUM NO.2

The purpose of this addendum is to clarify the City's intent to lease, rather than purchase, commercial-grade artificial Christmas trees and to revise the solicitation requirements to provide bidders with two tree-size options for consideration.

The following revisions are hereby incorporated into the bid documents:

1. Revised Statement of Work
The Statement of Work has been revised to clarify the following requirements:

- The removal of the two (2) existing 35-foot commercial-grade artificial Christmas trees and their replacement with leased commercial-grade artificial Christmas trees.
- Bidders shall provide separate seasonal lease pricing for two (2) 30-foot trees and two (2) 25-foot trees.
- Pricing for each option shall include all labor, materials, equipment, transportation, installation, decorations, lighting, maintenance, dismantling, removal, and other services required under the Statement of Work.
- The City intends to select only one tree-size option. The Director of Public Works will recommend the preferred option based on operational needs, site suitability, and available funding. Final selection and award shall be subject to the City's established procurement evaluation and award procedures.

See attached Revised Statement of Work.

2. Revised Contract Terms
The Contract Terms have been revised to clarify the seasonal lease arrangement and establish a contract term of one (1) year, with two (2) optional one-year renewals, subject to satisfactory performance, mutual written agreement, and the terms and conditions of the contract.
See attached Revised Contract Terms.

3. Revised Bid Response Form
The Bid Response Form has been revised to require bidders to provide separate firm, fixed annual lease pricing for each tree-size option for the initial contract year and both optional renewal years. Bidders shall complete all applicable pricing fields for both tree-size options. The City will select only one option for award in accordance with the solicitation's evaluation and award provisions.
See attached Revised Bid Response Form.

4. Bid Submission Requirements
Bidders shall use the revised documents issued with this addendum when preparing and submitting their bids. The revised documents supersede the corresponding previously issued versions.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: Sarah Geiler
Manual

Signature: Sarah Geiler - Director of Sales
Typed or Printed

Company Name: Rileighs Outdoor, LLC dba Holiday Outdoor Decor

Address: 1053 N. Plymouth St. Allentown PA 18109 (Corporate)

Local: 3124 NW 16th Terrace, Pompano Beach, FL 33064

Date: 10.20.26

/gc

Attachments:

Revised Statement of Work
Revised Contract Terms
Revised Bid Response Form

2026 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Mar 03, 2026
Secretary of State
5674372571CC

DOCUMENT# M21000008232

Entity Name: RILEIGHS OUTDOOR, LLC

Current Principal Place of Business:

1053 N PLYMOUTH ST.
ALLENTOWN, PA 18109

Current Mailing Address:

1053 N PLYMOUTH ST.
ALLENTOWN, PA 18109 US

FEI Number: 83-3166513

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

REGISTERED AGENT SOLUTIONS, INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR	Title	MGR
Name	CHESKEY, CARTER	Name	CASCIANO, DAN
Address	1053 N PLYMOUTH ST.	Address	1053 N PLYMOUTH ST.
City-State-Zip:	ALLENTOWN PA 18109	City-State-Zip:	ALLENTOWN PA 18109
Title	CEO	Title	AUTHORIZED REPRESENTATIVE
Name	BAJLOVIC, BORIS	Name	ADVENA, RYAN
Address	1053 N PLYMOUTH ST.	Address	1053 N PLYMOUTH ST.
City-State-Zip:	ALLENTOWN PA 18109	City-State-Zip:	ALLENTOWN PA 18109

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Receipt #: 379-14680

Business Name: CHRISTMAS DESIGNERS FLORIDA

Business Type: ALL OTHERS (SALES OF CHIRSTMAS DESIGNS,DEC)

Owner Name: RILEIGHS OUTDOOR LLC

Business Location: 3124 NW 16TH TER
POMPANO BEACH

Business Phone: 954-973-4225

Business Opened: 08/30/1985

State/County/Cert/Reg:

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

Receipt Fee 45.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:

CHRISTMAS DESIGNERS FLORIDA
3124 NW 16TH TER
POMPANO BEACH, FL
33064-1409

Receipt #WWW-23-00290607
Paid 09/13/2024 45.00

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Receipt #: 379-14680

Business Name: CHRISTMAS DESIGNERS FLORIDA

Business Type: ALL OTHERS (SALES OF CHIRSTMAS DESIGNS,DEC)

Owner Name: RILEIGHS OUTDOOR LLC

Business Location: 3124 NW 16TH TER
POMPANO BEACH

Business Phone: 954-973-4225

Business Opened: 08/30/1985

State/County/Cert/Reg:

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals

Signature

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

Receipt #WWW-23-00290607
Paid 09/13/2024 45.00

CERTIFICATE
OF COMPLETION

DONALD HOWELL

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Intermediate Course

.

Training Provider:

Metro Florida Safety Council
Tri-County
Dade,Broward,Palm Beach FL 33441
Phone: 954-603-1900

Verify this Certificate by visiting www.motadmin.com

05/20/2025	05/07/2029	J M	641896
Issue Date	Expiration Date	Instructor	Certificate No.

CERTIFICATE
OF COMPLETION

CHRISTOPHER TAYLOR

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Intermediate Course

.

Training Provider:

Metro Florida Safety Council
Tri-County
Dade,Broward,Palm Beach FL 33441
Phone: 954-603-1900

Verify this Certificate by visiting www.motadmin.com

05/20/2025	05/07/2029	J M	641895
Issue Date	Expiration Date	Instructor	Certificate No.

CERTIFICATE
OF COMPLETION

CHRISTOPHER RAPUZZI

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Intermediate Course

.

Training Provider:

Metro Florida Safety Council
Tri-County
Dade,Broward,Palm Beach FL 33441
Phone: 954-603-1900

Verify this Certificate by visiting www.motadmin.com

08/08/2025	08/06/2029	J M	646252
Issue Date	Expiration Date	Instructor	Certificate No.

An official website of the United States governmentHere's how you know

My Company Profile

Company Information

Company Name Rileighs Outdoor, LLC

Doing Business As (DBA) Name
Holiday Outdoor Decor

Company ID
2079163

Enrollment Date
Feb 09, 2023

Employer Identification Number (EIN)
833166513

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees
20 to 99

NAICS Code
454

Sector
Retail Trade

Subsector
Nonstore Retailers

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

1053 N Plymouth Street
Allentown, PA 18109

Mailing Address

PO Box 4365
Bethlehem, PA 18018

Edit Company Addresses

Hiring Sites

Number of Sites

4

Edit Hiring Sites

Company Access and MOU

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

EXHIBIT C
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
CN142816341-.-GAWU-26-27 Y	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** XL Insurance America, Inc. — 24554 **INSURER B :** XL Specialty Insurance Company — 37885 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED Rileighs Outdoor LLC DBA/Holiday Outdoor Décor & Trendline Capital Equity Partners I, LP PO Box 4365 Bethlehem, PA 18018	

COVERAGES **CERTIFICATE NUMBER:** CLE-007181582-12 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		GGG7479259-02	05/01/2026	05/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			GGA7479260-02	05/01/2026	05/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	GWG7479258-02 FL,MN,PA,WI,IL,TX,NJ	05/01/2026	05/01/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

City of Fort Pierce and their members, officials, officers, and employees is/are included as additional insured (except workers' compensation) where required by written contract. A waiver of subrogation applies on the Workers Compensation policy, where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Department
PO Box 1480
Fort Pierce, FL 34954-1480

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

ENDORSEMENT #003

This endorsement, effective 12:01 a.m., October 26th, 2026, forms a part of

Policy No. GGG7479259-02 issued to Holiday Outdoor Holdings, Inc

by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Part apply unless modified by this endorsement.

It is agreed, effective **October 26th, 2026**, that the following form is added to the policy:

XII 403 0525 Cancellation Notification to Others Endorsement

All other terms and conditions remain the same.

© 2010 X.L. America, Inc. All Rights Reserved.
May not be copied without permission.

ENDORSEMENT #003

This endorsement, effective 12:01 a.m., October 26 forms a part of

Policy No. GGG7479259-02 issued to HOLIDAY OUTDOOR HOLDING

by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

In the event coverage is cancelled by us for any statutorily permitted reason or coverage is cancelled for non-payment of premium, advance written notice will be mailed to the person or entity according to the notification schedule shown below:

Name of Person or Entity:	Mailing Address:	Number of Days Advanced Notice of Cancellation for Statutorily Permitted Reasons	Number of Days Advanced Notice for Non-Payment of Premium
City of Fort Pierce Bid No. 2027-007	City of Fort Pierce Bid No. 2027-007, P.O. Box 1480, Fort Pierce, FL 34954-1480	60 days or as required by state rules and regulations, whichever is greater	60 days or as required by state rules and regulations, whichever is greater

All other terms and conditions of the Policy remain unchanged.

© 2025 X.L. America, Inc. All Rights Reserved.
May not be copied without permission.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN INFORMATION PAGE

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

INSURER: Greenwich Insurance Company
NCCI Company Number: 14591

Policy Number: GWG7479258-02
Endorsement Number: 002
Effective Date: May 5, 2026
Effective hour is the same as stated in the Information Page of the policy.

Name Insured and Address: 1053 Plymouth St
Allentown, PA
18109

FEIN NUMBER: 21-3141516

It is agreed that the policy is amended as follows:

It is agreed, effective October 26, 2026 that the form **WC 99 06 92- Notice of Cancellation or Nonrenewal to Persons or Organizations Endorsement-** is added to the policy and includes:

City of Fort Pierce Bid No. 2027-007

There is no Additional Premium

All other terms and conditions remain the same.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must be completed always:

Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy:

Endorsement Number: 002
Policy Number: GWG7479258-02

Issued to: Holiday Outdoor Holdings LLC
Effective Date of this Endorsement: Ocotber 26, 2026

Greenwich Insurance Company
(Name of Insurance Company)

Countersigned by_____
Authorized Representative

© 2007 XL America, Inc.

NOTICE OF CANCELLATION OR NONRENEWAL TO PERSONS OR ORGANIZATIONS

Notice Of Cancellation Or Nonrenewal To Persons Or Organizations

If we cancel or non-renew this policy for any reason we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect. We will also provide such notice of cancellation or nonrenewal to any person or organization where you are required by written contract to provide such notice.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal in coverage to a person or organization because the name or address of such person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such persons or organizations of the cancellation or nonrenewal.

SCHEDULE

Name and Address of Persons or Organizations:	**Number of Days' Notice**
City of Fort Pierce bid No. 2027-007	60

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: October 26,2026 Policy No.: GWG7479258-02 Endorsement No.: 002

Insured: Holiday Outdoor Holdings LLC Premium: $ 0

Insurance Company: Greenwich Insurance Company

Countersigned By: _____

© 2016 X.L. America, Inc. All Rights Reserved.
May not be copied without permission

ENDORSEMENT #003

This endorsement, effective 12:01 a.m., October 26, 2026, forms a part of

Policy No. GGA7479260-02 issued to Holiday Outdoor Holdings LLC

by XL Specialty insurance Company.

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Part apply unless modified by this endorsement.

It is agreed, effective October 26, 2026 that **XII 403 0525- Cancellation to Others Endorsement**: is added to the policy

All other terms and conditions of this policy remain unchanged.

There is no additional premium.

© 2010 X.L. America, Inc. All Rights Reserved.
May not be copied without permission.

ENDORSEMENT #003

This endorsement, effective 12:01 a.m., Ocotber 26, 2026 forms a part of

Policy No. GGA7479260-02 issued to Holiday Outdoor Holdings LLC

by XL Speciality Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

In the event coverage is cancelled by us for any statutorily permitted reason or coverage is cancelled for non-payment of premium, advance written notice will be mailed to the person or entity according to the notification schedule shown below:

Name of Person or Entity:	Mailing Address:	Number of Days Advanced Notice of Cancellation for Statutorily Permitted Reasons	Number of Days Advanced Notice for Non-Payment of Premium
City of Fort Pierce Bid No. 2027-007	City of Fort Pierce Bid No. 2027-007, P.O. Box 1480, Fort Pierce, FL	60 days or as required by state rules and regulations, whichever is greater	60 days or as required by state rules and regulations, whichever is greater

All other terms and conditions of the Policy remain unchanged.

© 2025 X.L. America, Inc. All Rights Reserved.
May not be copied without permission.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN INFORMATION PAGE

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

INSURER: Greenwich Insurance Company
NCCI Company Number: 14591

Policy Number: GWG7479258-02
Endorsement Number: 002
Effective Date: May 5, 2026
Effective hour is the same as stated in the Information Page of the policy.

Name Insured and Address: 1053 Plymouth St
Allentown, PA
18109

FEIN NUMBER: 21-3141516

It is agreed that the policy is amended as follows:

It is agreed, effective October 26, 2026 that the form **WC 99 06 92- Notice of Cancellation or Nonrenewal to Persons or Organizations Endorsement-** is added to the policy

There is no Additional Premium

All other terms and conditions remain the same.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must be completed always:

Endorsement Number: 002
Policy Number: GWG7479258-02

Greenwich Insurance Company
(Name of Insurance Company)

Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy:

Issued to: Holiday Outdoor Holdings LLC
Effective Date of this Endorsement: Ocotber 26, 2026

Countersigned by_____
Authorized Representative

© 2007 XL America, Inc.

NOTICE OF CANCELLATION OR NONRENEWAL TO PERSONS OR ORGANIZATIONS

Notice Of Cancellation Or Nonrenewal To Persons Or Organizations

If we cancel or non-renew this policy for any reason we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect. We will also provide such notice of cancellation or nonrenewal to any person or organization where you are required by written contract to provide such notice.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal in coverage to a person or organization because the name or address of such person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such persons or organizations of the cancellation or nonrenewal.

SCHEDULE

Name and Address of Persons or Organizations: As per Schedule on file	**Number of Days' Notice**
	60

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: October 26,2026 Policy No.: GWG7479258-02 Endorsement No.: 003

Insured: Holiday Outdoor Holdings LLC Premium: $ 0

Insurance Company: Greenwich Insurance Company

Countersigned By: _____

© 2016 X.L. America, Inc. All Rights Reserved.
May not be copied without permission