



City of St. Petersburg
BLANKET PURCHASE AGREEMENT

PURCHASE ORDER NO	REVISION	DATE
200814	1	14-JUL-2020
This Purchase Order No must appear on all invoices, packing lists and correspondence related to this order.		

SHIP TO:
PARKS DEPARTMENT CITY OF ST PETERSBURG 1400 19TH ST N Saint Petersburg, FL 33713 United States

VENDOR:	VENDOR NO: 1270
Clark Sales Display Inc 725 SOUTHRIDGE INDUSTRIAL DRIVE Tavares , FL 32778	

BILL TO:
FINANCE DEPARTMENT ACCOUNTS PAYABLE CITY OF ST PETERSBURG PO BOX 1257 Saint Petersburg, FL 33731 United States

Description: Lighting Services, Holiday Displays
Effective: 01-AUG-2017
End Date: 31-JUL-2022
Buyer/Phone: Angelique Cook / 727-551-3285
Email: angelique.cook@stpete.org
Vendor/Phone: Lee Clark1 / (800) 962-7937
Ship Via: Best Way
Freight Terms: Prepaid
Terms: NET 30
FOB: FOB Destination
Agreed Amount: \$620,000.00

Supplier Notes: Change Notice No. 1: To renew the Term of the Agreement through July 31, 2022, under the same terms and conditions, through July 31, 2022, with no renewals remaining. City Council approval dated July 9, 2020. This BPA supersedes BPA 190732 dated 8/1/16.

LINE	DESCRIPTION	UOM	UNIT PRICE
1	962.60 Lighting Services, Holiday Displays	DOLLAR	1.00

State Sales Tax Exemption Number 85-8012740154C-1
 Federal Employer ID Number 59-6000424

Louis Moore
 Procurement Director

City of St. Petersburg Blanket Purchase Agreement 200814

Acceptance and Acknowledgement:

Please log in to the [iSupplier Portal](#) and acknowledge acceptance of the terms and conditions of this agreement and all change notices.

Once logged in, follow the steps outlined below to acknowledge this purchase order:

1. Click on 'Orders' tab
2. Select 'Purchase Orders to Acknowledge' from the View Menu
3. Select the specific purchase order
4. Click the 'Acknowledge' button
5. Select 'Accept Entire Order'
6. On next screen, click 'Submit'

If login information is unknown or difficulties are experienced please contact Registration@stpete.org for assistance.

Contract Terms and Conditions

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City of St Petersburg Solicitation Documents

PART A

Base Agreement Provision

**BASE AGREEMENT SETTING FORTH
THE MINIMUM REQUIREMENTS**

The City reserves the right to add or modify the terms and conditions at any time prior to the final execution of an agreement. The Contractor will be given the opportunity to take exception to any additional or modified term or condition in the same manner as set forth in the solicitation documents.

Base Agreement - Services Contract

AGREEMENT - SERVICES CONTRACT

THIS AGREEMENT, ("**Agreement**") is made and entered into on the Effective Date set forth in the attached CSP BPA FORM or CSP CPA FORM, as applicable ("**BPA/CPA Form**") by and between the Vendor set forth in the BPA/CPA Form ("**Contractor**" or "**Vendor**") and the City of St. Petersburg, Florida, ("**City**") (collectively, "**Parties**").

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Contractor Duties. Contractor shall perform the scope of services set forth in Appendix A of this Agreement ("**Scope of Services**") for the City in full and complete accordance with this Agreement. Upon receipt of a purchase order issued by the City to Contractor in accordance with this Agreement (individually, "**Purchase Order**" and collectively, "**Purchase Orders**"), Contractor shall furnish the City with the services ordered, to the extent such services are set forth in this Agreement.

2. Agreement Components.

A. The agreement components are the BPA/CPA Form, this Agreement, the appendices to this Agreement, Purchase Orders, if any, and the following documents, which are made a part hereof by reference ("**Other Documents**"):

(i) The City's Solicitation documents (e.g. Request for Proposals, Invitation for Bids, etc.) ("**Document 1**")

(ii) Best & Final Offer, if any ("**Document 2**")

(iii) Questions & Clarifications, if any ("**Document 3**")

(iv) Contractor's Response to City's Solicitation Documents (e.g. Proposal, Offer, etc.) ("**Document 4**")

B. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence shall govern: (i) the BPA/CPA Form, (ii) this Agreement, exclusive of its appendices, (iii) the appendices to this Agreement, (iv) Purchase Orders, if any, and (v) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence shall be the order the documents are listed above (e.g. Document 1 shall govern over Document 2, Document 2 shall govern over Document 3, etc.).

3. Term. The initial Term of this Agreement shall commence on the Effective Date, and terminate on the End Date set forth in the BPA/CPA Form ("**Term**"), unless this Agreement is earlier terminated as provided for herein. The City reserves the right to extend this Agreement under the same terms and conditions for one (1) two-year period at the end of the initial Term, provided such extension is mutually agreed upon by both Parties in writing. References in this Agreement to "**Term**" shall include the initial Term and all renewal Terms.

4. Ordering. The City will issue Purchase Orders on an as-needed basis. Nothing contained herein shall be construed to obligate the City to issue any Purchase Orders under this Agreement. When ordering, the City will furnish Contractor with a Purchase Order number; name of department; name of person placing the order, date of order; description of services ordered; and any required schedule.

5. Payment.

A. Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor for the services rendered in accordance with the prices for such services set forth in Appendix B of this Agreement ("Services Pricing"); provided, however, that the City shall not be required to pay Contractor for services unless they conform to the requirements of this Agreement, and further provided that the total amount paid to Contractor pursuant to this Agreement, which shall be inclusive of any out-of-pocket expenses (including but not limited to transportation, mileage, lodging, and meals) shall not exceed the Agreed Amount set forth in the BPA/CPA Form ("Agreed Amount") for the initial Term. Contractor shall invoice the City for services in accordance with procedures established by the City. The Services Pricing and the Agreed Amount may be increased only in strict accordance with this Agreement.

B. The Services Pricing shall remain firm for the initial Term. If the Parties opt to renew this Agreement, any increase in the Services Pricing shall be made by mutual agreement between the Parties in writing, provided that Contractor notified the City thirty (30) days prior to expiration of the then-current Term of its intent to increase the Services Pricing. Further, Contractor shall maintain competitive prices for the Term, and such prices shall be comparable to those provided to other customers receiving similar services as the City.

6. Indemnification.

A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- (i) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or
- (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or
- (iii) Any negligent act or omission of Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties;
- (iv) Any reckless or intentional wrongful act or omission of Contractor, its employees, agents, representatives, or subcontractors; or
- (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

7. Insurance.

A. Contractor shall carry the following minimum types and amounts of insurance at its own expense:

- (i) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.
- (ii) Automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.
- (iii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.

B. All of Contractor's insurance policies, except Workers' Compensation, shall name the Indemnified parties as additional insureds.

C. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.

D. Contractor shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, Contractor shall provide copies of current policies with all applicable endorsements.

E. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide.

F. Contractor hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

G. The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Contractor hereunder from time to time.

8. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg

Procurement and Supply Management Department

P. O. Box 2842

St. Petersburg, FL 33731

Phone: 727-893-7027

Attention: Louis Moore

CONTRACTOR:

The address listed for the Vendor in the BPA/CPA Form

9. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

10. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

11. **Assignment.** Contractor shall make no assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee.

12. **Termination.**

A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Contractor.

B. The City may terminate this Agreement upon written notice to Contractor in the event Contractor defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing Contractor with notice of default or an opportunity to cure, if the City determines that Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

C. Termination of this Agreement shall act as a termination of the BPACPA Form, any Purchase Orders issued by the City, and the Other Documents.

13. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

14. **Amendment.** This Agreement may be amended only in writing executed by the Parties.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

16. **Compliance with Laws.** Contractor shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records. Contractor shall also comply with all applicable City policies and procedures.

17. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

18. **No Liens.** Contractor shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Contractor, or to anyone using City property through or under Contractor. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.

19. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and

reviewed by Contractor and its professional advisors. The City, Contractor and Contractor's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Contractor or against the City or Contractor merely because of their efforts in preparing it.

20. **Use of Name.** Subject to the requirements of Florida laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Contractor may refer to the City in client list.

21. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

22. **City Consent and Action.**

A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

23. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

24. **Books and Records.** Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement shall be kept by Contractor and shall be open to examination or audit by the City for the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

25. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

26. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

27. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Contractor shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

28. **Permits and Licenses.** Contractor shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Contractor's performance of this Agreement. Upon request of the City, Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.

29. **Successors and Assigns.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.

30. **Subcontract.** The hiring or use of outside services or subcontractors in connection with the performance of Contractor's obligations under this Agreement shall not be permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Contractor shall promptly pay all subcontractors and suppliers.

31. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

32. **Contract Adjustments.**

A. Either party may propose additions, deletions or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for Contract Adjustments shall be submitted to the non-requesting party in the form agreed to by the Parties. Contract Adjustments shall be effected through amendments to this Agreement made in accordance with this Agreement.

B. There shall be no increase in the Services Pricing or the Agreed Amount on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Contractor or its employees, agents or subcontractors to properly perform their obligations and functions under this Agreement.

C. In the event Contractor proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Contractor will continue to perform the original Scope of Services in accordance with the terms and conditions of this Agreement.

D. Notwithstanding anything to the contrary contained in this Agreement, there shall be no increase in the Services Pricing or the Agreed Amount except pursuant to an amendment to this Agreement made in accordance with this Agreement.

33. **Warranties.** In addition to any other warranties that may exist, Contractor warrants to the City that the services required to be performed by Contractor pursuant to this Agreement will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services.

34. **Non-Exclusive Agreement.** This Agreement shall impose no obligation on the City to utilize Contractor for all of the work and services of this type, which may be needed during the Term. This is not an exclusive agreement. The City specifically reserves the right to concurrently contract with other companies for similar work and services if it deems such action to be in the City's best interest.

35. **Contractor Personnel.** The City reserves the right to require Contractor to replace any persons performing services pursuant to this Agreement, including but not limited to Contractor's employees and any affiliates' or subcontractors' employees, whom the City judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.

36. **Public Records.**

A. Contractor shall (i) keep and maintain public records (as defined in Florida's Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to 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 under Florida's Public Records law or other applicable Laws; (iii) ensure that public records in Contractor's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in Contractor's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Contractor transfers all public records to the City upon the expiration or earlier termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon the expiration or earlier termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, all public records stored electronically by Contractor shall be provided to the City in a format approved by the City.

B. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.

C. Nothing contained herein shall be construed to affect or limit Contractor's obligations including but not limited to Contractor's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

37. **Appendices.** Each appendix to this Agreement, including all attachments to each appendix, is an essential part hereof and is attached hereto.

Contractor hereby acknowledges and accepts the terms and conditions contained in this Agreement by clicking "I accept" or similar affirming language in the iSupplier Portal.

00299806S-04. IDIQ/on-demand services agreement no signature. Attachments: Appendix A: Scope of Services; Appendix B: Services Pricing

PART B

Scope of Services

1. Intent

This is a co-operative bid for the purpose of establishing a contract for the annual requirements of holiday display lighting to be ordered on an as needed basis by, but not limited to, the following participants:

City of St. Petersburg

City of Tarpon Springs

City of Gulfport

City of Longwood

City of Ocoee

Award shall be consistent among all of the above participants but each entity shall make their own award. Award of this bid shall be item by item, group by group or in the aggregate to the lowest responsible Vendor(s) meeting specifications.

2. Background

The City presents the citizens of St. Petersburg and their guests with tradition, color and excitement by decorating the community with Holiday displays once a year. The beautiful holiday decorations are a source of pride to the citizens and children of all ages who look forward to viewing this tradition located along the waterfront in downtown St. Petersburg.

In accordance with the City's environmentally preferable Purchasing Policy, energy efficient Light Emitting Diode (LED) lighting is preferred for the annual tree lighting ceremony in downtown St. Petersburg. Wherever possible, the City would prefer the use of LED lighting for any and all of the displays. The City spent approximately \$80,000 during the past year for lighting services.

3. Scope of Service

a. Vendor shall provide all labor, materials, supervision, tools, equipment, and vehicles necessary for Lighting: Holiday Display.

b. Services shall include, but not limited to, installation of specified and approved holiday decorations at locations delineated in this request for proposal prior to the display period. Maintain the specified and approved holiday decorations during the display period and prior to installation on any successive year. Remove the specified and approved holiday decorations after the display period and store the specified and approved holiday decorations after the display period until such time they are to be displayed again.

c. Decorations shall be completely installed and fully lit and functional by the Wednesday preceding Thanksgiving of each year for the City of St. Petersburg, and the Monday following Thanksgiving for the City of Gulfport. Other cooperative agencies will advise Vendor on installation deadline.

- d. The Vendor shall completely remove the entire display by January 10th of each year for the City of St. Petersburg. The City of Tarpon Springs needs to have flexibility to remove some displays prior to January 6th and all displays by January 12th. All displays for the City of Gulfport shall be removed between January 7th to January 12th. Other cooperative agencies will advise Vendor on their removal deadlines.
- e. The Vendor shall wire brush, re-tape and re-paint displays every year to cover any abrasions during installation, display and storage.
- f. The Vendor shall fully test and maintain the displays during the entire time the displays are in operation and shall be available to correct or repair any non-functional displays within 24 hours after notification.
- g. The Vendor shall guarantee that the supplied equipment shall perform as specified.

4. Agreement

The Term Agreement as used throughout this IFB shall mean the Agreement entered into between the City and the successful Vendor for holiday display lighting.

5. Substitutions of Products

- a. Vendor shall provide in writing details supporting "or equal" products listed in Attachment A, Bid Form. Agency must approve the substituted products, in advance, in writing.
- b. Vendor shall supply photos and literature for all purposed "or equal" products listed in Attachment A, Bid Form, Pricing Pages.
- c. All municipalities reserve the right to make annual changes to the display items required by the Vendor. Both the municipality and the Vendor agree to meet at least 30 days prior to the holiday season to discuss and address any potential design, layout, or component changes. Both the municipality and the Vendor must mutually agree in writing to final display, layout and component details, as well as pricing.

6. Minimum Qualifications

At a minimum, Vendor shall meet the following qualifications:

- a. Have been in the business of providing Lighting: Holiday Display as described herein for a minimum of five years' experience in large outdoor type displays.
- b. Financial stability and viability to fulfill the commitments of this Agreement.
- c. Maintain the minimum insurance requirements set forth in this Agreement.
- d. Own or have immediate access to the equipment required to provide services.
- e. Vendor assigned to the Agreement will be required to maintain current licenses and permits and shall comply with all applicable laws, regulations and codes as required by the State of Florida, or by the municipality.

- f. The Vendor's equipment supplier shall fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work.
- g. Vendor shall have all holiday lighting items ready for installation at each location with the agreed timeframe. To that end, Vendor shall maintain stock of lighting, displays and replacement parts in its warehouse as appropriate to support demands.
- h. Have a thorough understanding of all the requirements of this Agreement and fully train and instruct its employees in the standards, tasks, and equipment for performance of the requirements.
- i. Be registered with the Florida Division of Corporations to do business within the state of Florida prior to submitting a bid.

7. Servicing Schedule

Installation and removal of the display shall be coordinated, in advance, through the Program Coordinator. The City needs to have flexibility to have certain displays, but not all, removed in conjunction with, and prior to, the City's First Night Event which is held on New Year's Eve.

8. Additions or Deletions

The City reserves the right to delete certain displays from the contract as necessary. The City may add items to the display if mutually agreed upon with the Vendor.

9. City's Responsibilities

- a. Department(s) shall establish one or two Program Coordinator(s) to be the authorized departmental representative.
- b. The Program Coordinator shall have the display areas prepared for installation and provide access to the site(s).

10. Account Management

Vendor shall provide a single point of contact, dedicated account manager, based within the State of Florida who will be readily available during normal business hours to administer the Agreement. Vendor is responsible for notifying the City with any changes in account manager or contact information. Account manager's responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting and issue resolution.

11. Remedy for Non-Performance

Vendor agrees to immediately remedy, or cure to the City's satisfaction, any non-performance to schedule of services or unsatisfactory work. Vendor agrees that in the event that the Vendor fails to remedy or cure default within forty-eight (48) hours of notice, the City may deduct the cost(s) to correct the default from Vendor's invoice for services.

12. Call back

Vendor shall not charge the City for follow up or call back work to correct improper repairs or installation of substandard materials furnished by the Vendor, or faulty workmanship by the Vendor.

13. Use of Premises

- a. Vendor shall confine its equipment, apparatus, the storage of materials, and the operation of its employees to the limits indicated by Law, regulations including OSHA, ordinances, permits, or direction of the Project Manager, and shall not unreasonably encumber the premises with its materials. Vendor shall take all measures necessary to protect its own materials. Vendor shall be responsible for all location safety infractions.
- b. Persons not employed by Vendor shall not be permitted on the work site at any time.

14. Safety Standard

- a. Vendor shall be responsible for ensuring that its personnel follow all state, federal and local safety laws, ordinances and regulations applicable to the work to be performed under this Agreement, including Occupational Health and Safety Administration ("OSHA") and City requirements.
- b. Vendor shall operate all equipment with all safety mechanisms intact and operational per the manufacturers' instructions.

15. Escalation/De-escalation

Pricing ("base prices") shall remain firm for the first 12 months of the agreement term. After the first 12 months, Vendor may request adjustments to the base pricing of the agreement. Requests for price adjustments shall in writing to the Procurement and Supply Management Department at least 30 days in advance. The request shall include written explanation and detailed supporting documentation as justification for the price change. Price adjustments shall not be effective prior to written approval by the City. Approval of price adjustments will establish a new base price from which subsequent adjustments will be calculated.

16. Identification of Employees

- a. Vendor shall furnish each of its employees with proper identification exhibiting the Vendor's company name and the employee's name.
- b. Vendor and its employees will be dressed in a manner to reflect credit upon both Vendor and the City.

17. Damage

- a. Vendor shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work site.
- b. Should any public or private property be damaged or destroyed, Vendor, at its expense, shall subcontract for or make repairs and restoration as is acceptable to the City and owners of destroyed or damaged property within 30 days of the date damage occurs.
- c. Vendor shall utilize City approved, licensed and skilled tradesmen to complete any repairs that it is responsible for providing.

18. Vendor Performance Measurements

During the term of the Agreement, the Vendor's performance shall be evaluated by the City on an annual basis. The following criteria shall be used to evaluate the Vendor's performance:

- a. Product Quality (Rejections, Returns)
- b. Service Quality (Rework, Timely Completion)
- c. Accessibility (Availability, Easy to Contact)
- d. Responsiveness (Call Backs, Quote Requests, Job Starts)
- e. Documentation (Record Keeping, Invoicing)
- f. Delivery Schedule (Dependability, Timeliness)
- g. Skills (Competence, Expertise, Safety)
- h. Creativity & Innovation (Problem Solving, Foresight)
- i. Customer Interfaces (Courteous, Professional)
- j. Price (Value, Costs)
- k. Flexibility (Changes in Volume, Delivery, Product Mix & Scope)
- l. Sub-vendor Management (Selection, Performance)

Failure to perform at an above Average Level or non-performance of any of the above criteria may result in termination or non-renewal of the Agreement.

During the term of the Agreement, if the Vendor receives a complaint verbally or in writing from a City employee, the Vendor shall resolve the complaint within forty-eight (48) hours to the satisfaction of the City employee. If the Vendor cannot resolve complaints within that time, Vendor's Account Manager shall contact the Procurement Analyst, immediately and in writing, describing the issue and with a plan of resolution. Failure of Vendor to remedy the complaint within the acceptable time frame may result in termination of the Agreement.

PART C

Special Provisions for Services

1. Identification of Employees

Contractor's employees shall wear uniforms or company identification badges displaying contractor's name and employee's name at all time while on city property.

2. Background Check

The City requires background checks on all Contractor employees, who perform services at all City facilities. Contractor shall provide the name, sex, race, date of birth, driver's license number and issuing state, and social security number for each individual who will perform services at City facilities. The City requires up to 14 calendar days to process background checks. In addition to other considerations, persons with one or more of the following criteria will fail the City's background check and will not be allowed to access to City locations:

- a. Be listed on the FBI's list of suspected terrorists.
- b. Have an outstanding arrest warrant against them.
- c. Been convicted of, or have pending charges for, a 1st or 2nd Degree Felony
- d. Been convicted of, or have pending charges for, drugs or lewd and lascivious behavior.

Additional background checks may be conducted by the city on Contractor's employees who provide services at high level security sites (e.g., Police, Port, and Water Resource's facilities)

Florida Statutes state that any person requiring entry to a restricted access area including the city's Port, must have a State background check per the minimum standards and a Federal credential TWIC card. Refer to § 311.12 (4) (a) 1 and (6) (a) for current requirements.

3. e-Payables

The city's preferred method for invoice payment is electronic payment via credit card. Contractor is encouraged to adopt the city's electronic payment option, which is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the city's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers. Details on this option can be found at

http://www.stpete.org/purchase/e_payables.asp.

4. Multiple Source Award

A multiple source award may be issued when awarded to two (2) or more Contractors for similar products when necessary for adequate delivery, service, or product compatibility. Multiple source awards shall not be made when a single award will meet the City's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of the offers. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.

5. Product Labels and MSDS

Contractor shall provide, prior to beginning work, manufacturer's labels and MSDS information for all chemicals to be used in the performance of Agreement. Manufacturer's labels must include (a) name and manufacturer of

chemical; (b) customary use; (c) application process; (d) possible hazards; (e) special precautions; (f) emergency treatment in the event chemical is used improperly.

In compliance with Florida's Occupational Health and Safety Statute (Chapter 442), MSDS information submitted must include: (a) chemical and common names of the substance; (b) hazards or risks in the use; (c) proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure/overexposure to the substance; (d) emergency procedures for spills, fire, disposal and first aid; (e) description, in lay terms, of the known specific potential health risks posed by the substance; (f) the year and month (if available) the MSDS information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

6. Orders and Invoices

a. Orders will be placed against this Agreement via E-mail, and shall be accompanied by Purchase Order Numbers. All open orders are accessible by Contractor for reconciliation through their online supplier profile.

b. Unless otherwise agreed to, all performance under this Agreement must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (1) Name of Contractor.
- (2) Agreement Number.
- (3) Purchase Order Number.
- (4) A description of services furnished or supplies delivered, including model number, National Stock Number (NSN) and City's item number.
- (5) Task/delivery order number.
- (6) Date of purchase.
- (7) Quantity, unit price, and extension of each item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information).
- (8) Date of performance.

c. Invoices must be submitted to **ap@stpete.org** within the task/delivery order transmission issued against this Agreement. The Contractor's invoice must include, at a minimum, the following:

- (1) City's Agreement Release or Purchase Order numbers.
- (2) Name of Contractor.
- (3) Date of preparation.
- (4) Contractor's invoice number.
- (5) Address to which payment should be mailed.
- (6) City's Agreement Release or Purchase Order numbers.
- (7) A description of services furnished or supplies, including quantities, unit prices and extensions.
- (8) Discount payment terms.
- (9) Name of requesting department for whom the shipment was made.

7. Accessibility

Contractor shall fully inform itself regarding any peculiarities and limitations of the spaces available for the performance of work under this Agreement. Contractor shall exercise due and particular caution to determine that all parts of its work are made quickly and easily accessible.

8. Damage

a. Contractor shall be held responsible for any breakage, loss of the City's equipment or supplies through negligence of Contractor or its employees, subcontractors and agents while working on the City's premises. Contractor shall be responsible for restoring or replacing any equipment, facilities, and other property so damaged.

b. Contractor shall immediately report to the City any damages to the premises resulting from performance under this Agreement. Failure or refusal to restore or replace such damaged property will be a breach of this Agreement.

9. Completion of Work

If Contractor fails to comply with the conditions of this Agreement, or fails to complete the required work or furnish the required materials within the time stipulated, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of Contractor. The City may seek recourse including but not limited to, the provisions of the performance bond if such bond is required under the conditions of this Agreement.

10. Summary of Total Sales

Contractor shall furnish the Purchasing Department as requested, a detailed summary of sales. The sales summary shall include an itemized description of services or supplies delivered and dollar amount of each. Failure to provide this information within 30 calendar days following the request may result in Contractor being found in default.

11. Performance Evaluation

During this Agreement term, Contractor's performance will be evaluated on multiple criteria including service, quality, accessibility, responsiveness, documentation, skills, creativity and innovation, customer interfaces and flexibility. Non or substandard performance may be grounds for termination of this Agreement.

12. Insurance Certificate Maintenance

Expiration notifications for the City's insurance certificates are managed by an authorized third party firm on behalf of the City. The firm shall contact the Contractor directly via email to request updated certificates prior to expiration. Contractor shall respond directly to the firm as requested.

