



**TO: CITY OF KEY WEST & CRA
RFP #24-007, 2024 HOLIDAY LIGHTING & DECORATIONS**

COVER LETTER AND STATE OF PROPOSED SERVICES

Universal Concepts is one of the oldest family-owned commercial décor companies in the United States. Since 1980 we have been providing the highest quality, longest lasting, and most beautiful decorations available. Our experience in Nautical/Maritime design concepts and implementation is reflected in several of our famous projects completed for the City of Gulfport, MS, City of Myrtle Beach, SC., City of N. Myrtle Beach, SC, Margaritaville at Lake Lanier GA, City of Pigeon Forge, TN. Please take a moment to view the online postings of their Christmas Programs.

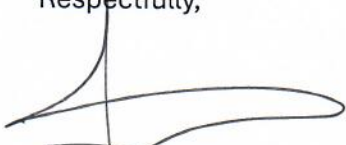
From 2010 until 2020 Universal Concepts had a part-time office in Stock Island, and during that time we became very familiar with your special events, holiday crowds/tourist foot traffic, extreme weather, etc. We understand the Cities unique issues, and please be assured that our goal is to help you meet your overall objectives for your 2024 Holiday Lighting Program!

We are offering a proposal in A-LA-Carte format. See Areas 1-6 detailed spreadsheets. Simply select the displays you like or scratch the ones you do not want. This will help with future development and budgeting of your program. Our concept is to present an overall “cohesive” designed program with high quality commercial displays that might take several years to complete... We have used this same approach in other locations, and it works!! Those references are available.

If we are awarded this contract, our team will immediately begin to gather products, inform our different department managers, create our timeline, make our shipping/storage plans etc. In over 44 years of business, we have never failed to meet a customer’s “light-up” deadline!

If you are looking for design and implementation of a truly unique concepts and unparalleled service, look no further. Our strength is the ability to work within any budget, design, or concept.

Respectfully,



Greg Fulwood, President



TO: CITY OF KEY WEST & CRA
RFP #24-007, 2024 HOLIDAY LIGHTING & DECORATIONS

COMPANY EXPERIENCE AND ORGANIZATIONAL CREDENTIALS

Greg Fulwood, President/Owner of Universal Concepts since 1980. Previously worked for Valley Decorating, Fresno, CA a premiere indoor/outdoor factory for Christmas, Seasonal and float décor where he was a Territory Manager/National Sales Training Manager. During the 1980's Greg started Universal Concepts and worked with Dollywood, Disney, Gatlinburg, Pigeon Forge, and other premiere tourist destinations. In 1994, Greg created "Magical Nights of Lights" at Lake Lanier Islands along with "Winterfest" in Gatlinburg, TN. His original ideas and displays are still being used and featured today. Under his leadership, Universal Concepts is nearly 44 years old and is growing. The Company currently works with many Cities, Towns, Hospitals, Municipal and Government Parks, Merchant Associations, Theme Parks, Life Style Centers, Zoos, Production Companies and Various Entertainment Venues throughout the Country.

Lori Fulwood, Chief Financial Officer, Sales, and Business Development since 1999. Previously working in public and private accounting and as a Controller for a large retail business, she brings here "eye for detail" and "hands-on approach to the Universal Concepts Team. While working and training under Greg Fulwood for 24 years in outside and inside sales and design, she has developed many new accounts and has grown many established ones. Now with over 30 years of experience, she is instrumental in the continued success and growth of Universal Concepts.

Ryan Fulwood, Vice President of Installations and Service and RGB Product Development. Ryan literally grew up in the Commercial Christmas and Display business. Upon graduation in 2009 with a Business Management Degree, Ryan joined the Universal Concepts team full time. He was introduced to the RGB technology and is the point man for Universal Concepts on RGB projects. He manages the logistics for all the Universal Concepts installation and service projects. He also oversees all the soft manufacturing of

custom designs and displays. He holds a current OSHA 10 Construction Safety and Health Certification.

Fernando Arroyo, Head Installer and Welder since 2011. Fernando has been involved in many, if not most of Universal Concepts' high-profile projects throughout the county. With his on-site experience, he is a key part of completing our projects to the Customers expectations.

Robin Mackinnon, Warehouse Manager/Product Quality Controller. A new team member since 2022 hired to improve warehouse organization and product quality control. As the Company has grown her skills have proved to be beneficial while we continue to focus on our customers' complete satisfaction when receiving our unique custom displays.

Certified Electrician. We work with several certified electricians. If awarded this contract, we will provide contact information.

SIMILAR PROJECT REFERENCES INFORMATION

1. ***City of Decatur, Georgia***
Downtown Streets of Decatur, Georgia \$60,000+ annually
Contacts: Angela Threadgill, DDA Director
Angela.threadgill@decaturga.com
404-371-8386

High-end traditional décor, including live tree lighting, light swags, pole mounted wreaths, Christmas Tree, peripheral lighting, building front displays and garland wraps and drape. Key personnel are involved in all areas including delivery, installation, removal, technical and logistics. Universal Concepts provides storage and maintenance of all products, as well. Annual service contract is in placed before 8/1 of each year and fulfilled before 1/15th the following year. Customer's requested "Light-up" date has always been met.





2. ***City of Cumming, Georgia***

Downtown Streets and "New" City Center, Cumming, Georgia \$65,000+ annually

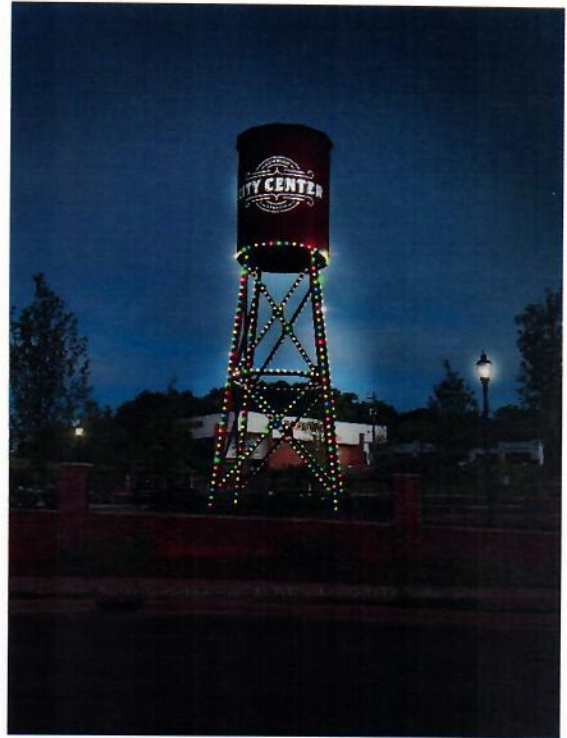
Contact: Phil Higgins

Phil.higgins@cityofcumming.net

770.781.2010

For more than 20 years Universal Concepts has provided full turn-key services to the City of Cumming for the delivery, installation, removal of over 150 pole mounted lighted displays and banners. In 2022 the newly finished City Center was included in their Holiday Program and Universal Concepts provided all Holiday Displays

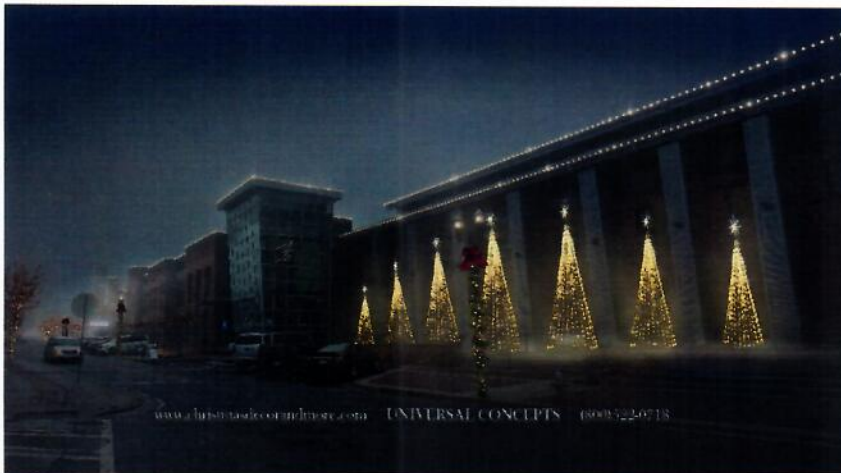
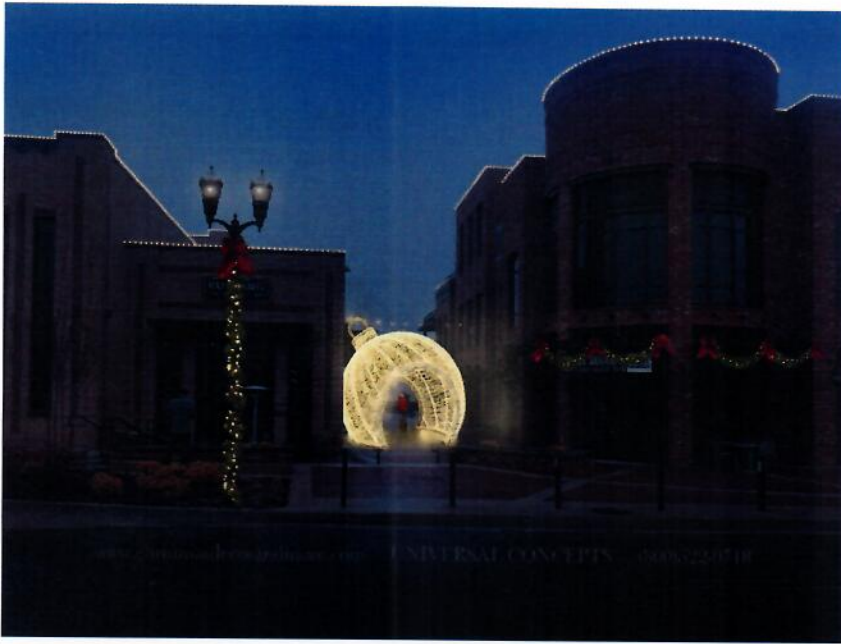




3. **City of Sugar Hill, Georgia \$95,000+ annually**
City Center of Sugar Hill including City Hall Interior, Plaza, and The Bowl Amphitheatre
Contact: Andy McQuagge, Director
amcquagge@cityofsugarhill.com
770.831.7413

For more than five years Universal Concepts has been the major supplier of Holiday Displays and Lighting for the City of Sugar Hill. We design, produce, install, remove and store their Christmas Program, and work very closely with them helping them plan and develop new traditional themed areas each year. They also have a annual service contract in place before 9/1 of each year, and we have always responded to all issues during their Holiday Events within 24 hours.





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4. **Pigeon Forge Department of Tourism, Tennessee \$950,000**
The Islands Margaritaville, Pigeon Forge \$450,000
Winterfest on the River Walk, Pigeon Forge
Margaritaville Themed Displays at Life Style Center/Shopping
Contacts: Sue Carr, Director David Wear, Mayor
scarr@mypigeonforge.com dwear7@gmail.com
865.429.7361 VP Operations of THE ISLANDS
865.659.9881

In 2022 Universal Concepts was awarded a contract to design and produce a Commercial Walking Holiday Light Show along the Pigeon Forge River Walk. It included Winterfest and Botanical themed ground displays, arches, and tree lighting. It also included peripheral lighting along the roof edges of Train Station and Convention Center. Plus, *custom RGB lighting under bridge tunnel!* This Customer added to their program in 2023 and have plans for the future.

Also, in 2022 we supplied a specific “Margaritaville” themed program for *The Islands Pigeon Forge Life Style Center* which included Wreaths, Sprays, Swags, Trees, 3D Displays, Specific Ornaments, and Peripheral Lighting. **We continue to provide 24-hour service for the Custom “Synch to Music” RGB lighting program which is year-round.**





GATLINBURG





5. **City of Gulfport, Mississippi**

Harbor Lights Walking Light Show, Oceanside Jones Park \$1 Mil+

Contact: Rusty Walker, Council Member

rusty@rustywalker.com

In 2015 Universal Concepts designed, produced, and installed a Nautical Theme walking lightshow with a feature display of **19 Singing Trees** with custom colors and effects. The show included many nautical displays, special tree lighting, interactive displays and custom peripheral lighting on Lighthouse, Anchor and Harbormaster House. We continue to supply new products every year since, and always provide service when needed.





6. City of Myrtle Beach, South Carolina \$450,000 +

Oceanside Walk-Thru Holiday Light Show

Contact: Troy Marron

tmarron@cityofmyrtlebeach.com

Whimsical walking lightshow with pathways around Nautical Displays, RGB Arches and Traditional Christmas pieces. Again, we designed, produced, installed, store their Christmas Program. We have been part of the Holiday Programs up and down the Grand Strand of South Carolina for over 30 years. From Myrtle Beach, North Myrtle Beach, Conway, Little River and more, we are very proud to be an important partner to all of these Coastal Cities!



HISTORIC SEAPORT

DESCRIPTION OF PRODUCTS AND SERVICES		LOCATION	1ST YR LEASE	2ND YR LEASE	3RD YEAR LEASE	4TH YEAR LEASE	5TH YEAR LEASE
PRICING BELOW IS IN AN "A LA CARTE" FORMAT. SIMPLY SELECT THE ITEMS YOU LIKE!							
A	COMMERCIAL GRADE BRANCH GARLAND , IS LIGHTED WITH ALTERNATING RED & WARM WHITE LIGHTS, ACCENTED BOWS.	RAILINGS, RAMPS & STAIRS	\$6,950	\$6,950	\$6,950	\$6,950	\$6,950
B	COMMERCIAL GRADE GARLAND-9" RED, LIGHTED WITH ALTERNATING GREEN & WARM WHITE LIGHTS.	RAMPS & STAIRS AT TERMINAL	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
C	COMMERCIAL GRADE GARLAND-9" (CHOICE RED OR GREEN), UNLIGHTED OR LIGHTED WITH ALTERNATING RED, GREEN AND WARM WHITE LIGHTS. ACCENTED WITH BOWS	CONCRETE POLES ON CAROLINE ST. PARKING LOT	\$500	\$500	\$500	\$500	\$500
D	(8) LIGHTED SEAHORSES - 6 FOR POLES AND 2 FOR BREWERY BUILDING FRONT.	"	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500
	COMMERCIAL GRADE BRANCH GARLAND , IS LIGHTED WITH ALTERNATING RED, GREEN AND WARM WHITE LIGHTS, ACCENTED WITH BOWS.	ALONG, HARBORWALK AND BELOW	\$7,950	7950	7950	7950	7950
		D-DOCK					
		LAZY WAY LANE					
		MARGARET ST. +3					
		ELIZABETH ST. PLAZA					
		MARGARET ST. PLAZA					
		MARGARET ST. PARKING LOT					
		CAROLINE ST. PARKING LOT					
		GREENE ST. PARKING LOT					
		WILLIAM ST. PLAZA					

DESCRIPTION OF PRODUCTS AND SERVICES	LOCATION	LEASE				
		1ST YR	2ND YR	3RD YEAR	4TH YEAR	5TH YEAR
E SERVICES - HANG CITY OWNED BUOY AT EACH DECORATIVE POLE RECEIVING GARLAND.	TERMINA PARKING LOT	\$500	\$500	\$500	\$500	\$500
F COMMERCIAL GRADE BRANCH GARLAND-WHITE , LIGHTED WITH BLUE LIGHTS.	WESTERN UNION SIGN	\$500	\$500	\$500	\$500	\$500
G GRAND CASCADE LED LIGHT TUBES , WARM WHITE TO ACCENT UPPER OVERHANGS OF BUILDING PORCH, EXCLUDING LOADING DOCK PORCH.	201 WILLIAM STREET	\$750	\$750	\$750	\$750	\$750
H COMMERCIAL LIGHTING OF COCONUT PALMS, (10 FT. & HIGHER) INCLUDING FRONDS, WHITE, GREEN AND ACCENTING RED, SEE ILLUSTRATION. INCLUDES NON-COCONUT PALMS (10 FT. & HIGHER) ON ELIZABETH ST. PLAZA AND ALONG LAZY WAY LANE -	ELIZABETH ST. PLAZA AND AREAS BELOW ALONG LAZY WAY LANE	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
I INCLUDES ALL ROYAL PALM TREES & FRONDS DIRECTLY IN FRONT OF WATERFRONT BREWERY ON 201 WILLIAM ST.	ALONG HARBORWALK ALONG MARGARET ST.					
J	ACCESS RD NEAR CAROLINE ST. PARKING LOT MARGARET ST. PARKING LOT TERMINAL PARKING LOT GREENE ST. PARKING LOT					
<p>BASED ON (60) TREES. THIS AMOUNT COULD CHANGE UPON REVISED COUNT OF PALM TREES TO LIGHT.</p> <p>NOTES:</p> <p>1. TREE LIGHTING CAN REMAIN IN PLACE TO 2 SEASONS, IF CUSTOMER DESIRES, EXCEPT FOR FRONDS. HUGE SAVINGS!!</p> <p>2. INSTALLATION OF PALM TREES TO BEGIN SHORTLY AFTER LABOR DAY - NOT TO INTERFERE WITH FANTASY FEST.</p>						

HISTORIC SEAPORT

DESCRIPTION OF PRODUCTS AND SERVICES		LOCATION	1ST YR LEASE	2ND YR LEASE	3RD YEAR LEASE	4TH YEAR LEASE	5TH YEAR LEASE
K	COMMERCIAL LIGHTING OF LARGE DECIDUOUS TREE TO INCLUDE METEOR SHOWER LED TUBE LIGHTING (WARM WHITE) AND STANDARD LED LIGHTING (BLUE) ON TRUNK.	GUMBO LIMBO ON LAZY WAY LANE AND MAHOGANY TREE, GREENE ST. PARKING LOT AND MAHOGANY TREE, CAROLINE STREET PARKING LOT.	\$750	\$750	\$750	\$750	\$750
	(3) TREES		\$2,250	\$2,250	\$2,250	\$2,250	\$2,250
	(3) TREES		\$2,250	\$2,250	\$2,250	\$2,250	\$2,250
	COMMERCIAL LIGHTING OF LARGE DECIDUOUS TREES WITH STANDARD LED LIGHTING, TRUNKS AND CANOPY	(6) CAROLINE ST. PARKING LOT	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
COLOR SCHEME TO BE DETERMINED							
M	COMMERCIAL GRADE PERIPHERAL LIGHTING TO ACCENT UPPER ROOF LINES, GABLES AND EAVES, LIGHTED WITH ALTERNATING RED, GREEN AND WARM WHITE LED LIGHTING.	FOR ALL BLDGS LISTED BELOW - TURTLE CANNERY DOCKMASTER BLDG. RECORDING STUDIO HARBOR WALK BATHHOUSE FIRE PUMP HOUSE	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
N	COMMERCIAL GRADE SILHOUETTE WALL-MOUNTED LIGHTED DISPLAYS, SEE ILLUSTRATIONS.						
	(4) TURTLES WITH SEAWEED	TURTLE CANNERY	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
	(2) SEAHORSES	DOCK MASTER BLDG.	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500

HISTORIC SEAPORT

5-YEAR LEASE
INSTALLATION
TAKEDOWN STORAGE

DESCRIPTION OF PRODUCTS AND SERVICES	LOCATION	1ST YR	2ND YR	3RD YEAR	4TH YEAR	5TH YEAR
		LEASE	LEASE	LEASE	LEASE	LEASE
(4) FISH	HARBORWALK BATHHOUSE RAILS	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250
COMMERCIAL GRADE SILHOUETTE LIGHTED DISPLAY, UPPER VIEWING AREA, SEE ILLUSTRATION.	201 WILLIAM STR. WEST SIDE, NORTH END MOVEMENT TO BE RIGHT TO LEFT	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500
O	16 FT. LIGHTHOUSE WITH ANIMATED LIGHT AND WAVES.					
COMMERCIAL GRADE SILHOUETTE LIGHTED DISPLAYS, VARIOUS NAUTICAL THEMED SELF-STANDING DISPLAYS, IN GRAVEL AND LANDSCAPED AREAS, SEE ILLUSTRATIONS.	P VARIOUS PLACEMENT IN AREAS					
TO INCLUDE AREAS BELOW:	(1) 8' ANCHOR	\$460	\$460	\$460	\$460	\$460
4-DAY MARKER/SEAPORT	(2) 8' CONCH SHELL	\$935	\$935	\$935	\$935	\$935
GRAVEL ISLAND/ELIZABETH ST. PLAZA	(2) 5.5' SCALLOP & PEARL	\$824	\$824	\$824	\$824	\$824
GRAVEL ISLAND/CAROLINE ST. & GREENE ST. PARKING LOT	(1) 6' CRABS	\$580	\$580	\$580	\$580	\$580
GREENE ST. PARKING LOT	(1) 8' KING NEPTUNE	\$920	\$920	\$920	\$920	\$920
RECORDING STUDIO @ LAZY WAY LANE	(2) 8' SEA SHELLS	\$825	\$825	\$825	\$825	\$825
	(3) 8' SAILBOAT 3-STEP	\$1,620	\$1,620	\$1,620	\$1,620	\$1,620
	(1) 5' ANGEL FISH	\$650	\$650	\$650	\$650	\$650
	(2) 5' STARFISH	\$920	\$920	\$920	\$920	\$920
	(1) 9' ANIMATED SEAGULL	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430
	(1) 8' LOBSTER W/SANTA HAT	\$785	\$785	\$785	\$785	\$785
	(1) 8' SHRIMP W/SUNGLASSES	\$785	\$785	\$785	\$785	\$785
	(1) ANIMATED MAHI DISPLAY	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850
	(1) 17' X 12' OCTUPUS W/CANDY CANE	\$10,335	\$10,335	\$10,335	\$10,335	\$10,335
	(1) 7.5' BUOY	\$785	\$785	\$785	\$785	\$785

HISTORIC SEAPORT

5-YEAR LEASE
INSTALLATION
TAKEDOWN STORAGE

DESCRIPTION OF PRODUCTS AND SERVICES	LOCATION	5-YEAR LEASE				
		1ST YR LEASE	2ND YR LEASE	3RD YEAR LEASE	4TH YEAR LEASE	5TH YEAR LEASE
(1) 16' ANIMATED SEA CAPTAIN		\$4,550	\$4,550	\$4,550	\$4,550	\$4,550
(1) 21' X 11' MERMAID W/TREASURE CHEST		\$9,650	\$9,650	\$9,650	\$9,650	\$9,650
(1) 12' ANIMATED JELLYFISH		\$3,035	\$3,035	\$3,035	\$3,035	\$3,035
(1) 5' FAT FISH		\$470	\$470	\$470	\$470	\$470
(1) 7.5' PELICAN		\$650	\$650	\$650	\$650	\$650
(2) 8' FLAMINGOS		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
(1) 4' CHICKEN		\$475	\$475	\$475	\$475	\$475
(1) 5' ROOSTER		\$475	\$475	\$475	\$475	\$475
(1) 4.5' ANIMATED CHICKEN		\$1,175	\$1,175	\$1,175	\$1,175	\$1,175
(1) 10' HERON		\$1,040	\$1,040	\$1,040	\$1,040	\$1,040
(1) 7' STORK		\$900	\$900	\$900	\$900	\$900
(4) 4' CRABS		\$1,460	\$1,460	\$1,460	\$1,460	\$1,460
CHARLIE FISH WITH SANTA HAT & GIFT BOX & SEA WEED		\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
COMMERCIAL GRADE 8 FT. STUDIO QUALITY "HEART" WITH FULL BODIED RED GARLAND, LIGHTED, SEE ILLUSTRATION.	RECORDING STUDIO	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
"CUSTOM" SELF STANDING SOCIAL MEDIA PHOTO-OP WREATH, WITH KEY WEST HISTORIC SEAPORT LOGO, ACCENTED WITH LIGHTING AND PREMIERE BOW.		\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
22FT. COMMERCIAL GRADE CHRISTMAS TREE INCLUDES 3D STAR TOPPER, LIGHTED WITH CUSTOM RGB LIGHTING SYSTEM WITH PRE-PROGRAMMED EFFECTS.	SEAPORT	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500

HISTORIC SEAPORT

DESCRIPTION OF PRODUCTS AND SERVICES	LOCATION	1ST YR LEASE	2ND YR LEASE	3RD YEAR LEASE	4TH YEAR LEASE	5TH YEAR LEASE
TERMS:						
1. 50% DEPOSIT IS REQUIRED TO CONFIRM ORDER. NET 10 DAYS FROM AWARD.						
2. 30% DUE AT COMPLETION OF INSTALLATION. NET 20 DAYS FROM INVOICE.						
3. 20% DUE UPON REMOVAL OF ALL DISPLAYS. NET 20 DAYS FROM FINAL INVOICE.						
NOTE:						
1. IT IS THE VENDORS' UNDERSTANDING THAT FLORIDA MUNICIPALITIES ARE EXEMPT FROM STATE AND LOCAL SALES TAX.						
IF THIS VENDOR IS AWARDED THIS CONTRACT, PLEASE PROVIDE COMPLETED EXEMPTION FORM.						

CITY HALL

DESCRIPTION OF PRODUCTS AND SERVICES	LOCATION	1ST YR LEASE	2ND YR LEASE	3RD YEAR LEASE	4TH YEAR LEASE	5TH YEAR LEASE
PRICING BELOW IS IN AN "A LA CARTE" FORMAT. SIMPLY SELECT THE ITEMS YOU LIKE!						
OPTION #1						
COMMERCIAL GRADE LED LIGHTING OF (2) ROYAL PALM TREES, INCLUDING TRUNKS, 1 CROWN AND FRONDS, WHITE, RED AND GREEN	CITY HALL FRONT	\$8,200	\$8,200	\$8,200	\$8,200	\$8,200
CUSTOM COMMERCIAL GRADE PHOTO OP DISPLAY WHICH INCLUDED CITY LOGO, 2 SEE ILLUSTRATION.	CITY HALL FRONT	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
3 CUSTOM COMMERCIAL GRADE DISPLAY CUSTOM "SEASONS GREETINGS WITH MERMAID" DISPLAY, SEE ILLUSTRATION.	CITY HALL FRONT	\$11,150	\$11,150	\$11,150	\$11,150	\$11,150
SERVICES - INSTALLATION/TAKEDOWN/STORAGE OF CITY OWNED 12' WREATH & 4 BOW	CITY HALL FRONT	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
5 COMMERCIAL GRADE GARLAND, LIGHTED TO ACCENT (4) FRONT COLUMNS, INCLUDES PREMIERE BOW	CITY HALL FRONT	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
NOTE: FIRST YEAR, CUSTOMER TO BE RESPONSIBLE FOR ALL REPAIRS ON LARGE WREATH AND BOW FROM THE 2023 HOLIDAY SEASON.						

DESCRIPTION OF PRODUCTS AND SERVICES	LOCATION	1ST YR LEASE	2ND YR LEASE	3RD YEAR LEASE	4TH YEAR LEASE	5TH YEAR LEASE
OPTION #2						
COMMERCIAL GRADE LED LIGHTING OF (2) ROYAL PALM TREES, INCLUDING TRUNKS, CROWN AND FRONDS, WHITE, RED AND GREEN		\$8,200	\$8,200	\$8,200	\$8,200	\$8,200
CUSTOM COMMERCIAL GRADE "ORNAMENT WITH CITY LOGO" PHOTO OP, SEE ILLUSTRATION.		\$14,500	\$14,500	\$14,500	\$14,500	\$14,500
CUSTOM COMMERCIAL GRADE "FLAGER TRAIN WITH BRIDGE" PHOTO OP, SEE ILLUSTRATION.		\$19,500	\$19,500	\$19,500	\$19,500	\$19,500
ULTRA DELUXE LIGHTED BOW TO OVERHANGE, SEE ILLUSTRATION.		\$5,100	\$5,100	\$5,100	\$5,100	\$5,100
TERMS:						
1. 50% DEPOSIT IS REQUIRED TO CONFIRM ORDER. NET 10 DAYS FROM AWARD.						
2. 30% DUE AT COMPLETION OF INSTALLATION. NET 20 DAYS FROM INVOICE.						
3. 20% DUE UPON REMOVAL OF ALL DISPLAYS. NET 20 DAYS FROM FINAL INVOICE.						
<p>NOTE: IT IS THIS VENDOR'S UNDERSTANDING THAT FLORIDA MUNICIPALITIES ARE EXEMPT FROM STATE AND LOCAL SALES TAX. IF THIS VENDOR IS AWARDED THIS CONTRACT, PLEASE PROVIDE COMPLETED EXEMPTION FORM.</p>						

CITY MARINA AT GARRISON BIGHT

DESCRIPTION OF PRODUCTS AND SERVICES	LOCATION	1ST YR	2ND YR	3RD YEAR	4TH YEAR	5TH YEAR
		LEASE	LEASE	LEASE	LEASE	LEASE
PRICING BELOW IS IN AN "A LA CARTE" FORMAT. SIMPLY SELECT THE ITEMS YOU LIKE!						
COMMERCIAL GRADE LED LIGHTING OF (8) COCONUT PALMS, 10 FT. AND OVER, TO INCLUDE TRUNKS, CROWN AND FRONDS, WHITE, GREEN & RED. SEE 1 ILLUSTRATION	ALONG PALM AVENUE	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200
COMMERCIAL GRADE LED LIGHTING OF (2) COCONUT PALMS, 10 FT. AND OVER, TO INCLUDE TRUNKS, CROWN AND FRONDS, WHITE, GREEN & RED. SEE 2 ILLUSTRATION	CHARTER BOAT ROW CORNER	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300
OUTLINE SIGN, SHRUBS, PALMS & MARLIN WITH COMMERCIAL GRADE LED LIGHTING	CITY MARINA SIGN	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
COMMERCIAL GRADE SIHOUETTE DISPLAYS LIGHTING WITH LED LIGHTING. SEE ILLUSTRATION.	CITY MARINA SIGN					
(1) 4' X 9' ANIMATED FISH W/SEAWEED & BUBBLES	LEFT SIDE & RIGHT SIDE OF SIGN	\$1,555	\$1,555	\$1,555	\$1,555	\$1,555
(1) 4' X 14' ANIMATED FISH W/SEAWEED & BUBBLES	"	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600
TERMS: 1. 50% DEPOSIT IS REQUIRED TO CONFIRM ORDER. NET 10 DAYS FROM AWARD. 2. 30% DUE UPON COMPLETION OF INSTALLATION. NET 20 DAYS FROM INVOICE. 3. 20% DUE UPON REMOVAL OF ALL DISPLAYS. NET 20 DAYS FROM FINAL INVOICE.						
		POSSIBLE "FUTURE INSPIRATION DISPLAY" 24' X 19' "HO HO HO SANTA FISHING"				
NOTE: IT IS THIS VENDOR'S UNDERSTANDING THAT FLORIDA MUNICIPALITIES ARE EXEMPT FROM STATE AND LOCAL SALES TAX. IF THIS VENDOR IS AWARDED THIS CONTRACT, PLEASE PROVIDE COMPLETED EXEMPTION FORM.						

DUVAL STREET

5-YEAR LEASE
INSTALLATION
TAKEDOWN STORAGE

DESCRIPTION OF PRODUCTS AND SERVICES	QTY	1ST YR LEASE	2ND YR LEASE	3RD YEAR LEASE	4TH YEAR LEASE	5TH YEAR LEASE
PRICING BELOW IS IN AN "A LA CARTE" FORMAT. SIMPLY SELECT THE ITEMS YOU LIKE!						
NEW COMMERCIAL GRADE NAUTICAL POLE MOUNTED SILHOUETTE DISPLAYS, LIGHTED WITH C7, LED LAMPS AS ILLUSTRATED. MOUNTED OVER THE LAMP POST GLOBE. TOTAL REQUESTED (42)						
JUMPING MARLIN	6	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100
NAUTILUS	6	\$2,575	\$2,575	\$2,575	\$2,575	\$2,575
STARFISH	6	\$2,695	\$2,695	\$2,695	\$2,695	\$2,695
SEA TURTLE	6	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
SCALLOP SHELL	6	\$2,575	\$2,575	\$2,575	\$2,575	\$2,575
UMBRELLA	6	\$2,575	\$2,575	\$2,575	\$2,575	\$2,575
CAPTAIN'S WHEEL	6	\$3,100	\$3,100	\$3,100	\$3,100	\$3,100

DUVAL STREET

5-YEAR LEASE
INSTALLATION
TAKEDOWN STORAGE

DESCRIPTION OF PRODUCTS AND SERVICES	QTY	1ST YR LEASE	2ND YR LEASE	3RD YEAR LEASE	4TH YEAR LEASE	5TH YEAR LEASE
INSTALLATION/TAKEDOWN/STORAGE SERVICES OFFERED OF CITY OWNED "OVER-THE-GLOBE" WREATHS ACCENTED WITH (2) BOWS. NOTE: FIRST YEAR, CUSTOMER TO BE RESPONSIBLE FOR ALL REPAIRS ON WREATHS AND BOWS FROM 2023 HOLIDAY SEASON. (89) @ \$165 EA. PER YEAR		\$14,685	\$14,685	\$14,685	\$14,685	\$14,685
TERMS:						
1. 50% DEPOSIT IS REQUIRED TO CONFIRM ORDER. NET 10 DAYS FROM AWARD.						
2. 30% DUE UPON COMPLETION OF INSTALLATION. NET 20 DAYS FROM INVOICE.						
3. 20% DUE UPON REMOVAL OF ALL DISPLAYS. NET 20 DAYS FROM FINAL INVOICE.						
NOTE: IT IS THIS VENDOR'S UNDERSTANDING THAT FLORIDA MUNICIPALITIES ARE EXEMPT FROM STATE AND LOCAL SALES TAX. IF THIS VENDOR IS AWARDED THIS CONTRACT, PLEASE PROVIDE COMPLETED EXEMPTION FORM.						

MALLORY SQUARE

5-YEAR LEASE
INSTALLATION
TAKEDOWN STORAGE

DESCRIPTION OF PRODUCTS AND SERVICES	LOCATION	1ST YR LEASE	2ND YR LEASE	3RD YEAR LEASE	4TH YEAR LEASE	5TH YEAR LEASE
PRICING BELOW IS IN AN "A LA CARTE" FORMAT. SIMPLY SELECT THE ITEMS YOU LIKE!						
1 COMMERCIAL GRADE LED LIGHTING OF (13) COCONUT PALMS, 10 FT. AND OVER, TO INCLUDE TRUNKS, CROWN AND FRONDS, WHITE, GREEN & RED. SEE ILLUSTRATION.	PUBLIC PARKING LOT	\$11,050	\$11,050	\$11,050	\$11,050	\$11,050
2 COMMERCIAL GRADE LED LIGHTING OF (3) TREES WITH METEOR RAIN SHOWER TUBE LIGHTS, WARM WHITE AND BLUE LED LIGHTING ON TRUNKS.	PUBLIC PARKING LOT	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250
3 COMMERCIAL GRADE 12" GREEN GARLAND POLE WRAP (33), LIGHTED WITH ALTERNATING RED, GREEN AND WARM WHITE LIGHTS, ACCENTED WITH (2) PREMIERE BOWS EA.	WITHIN MALLORY SQUARE	\$3,285	\$3,285	\$3,285	\$3,285	\$3,285
4 COMMERCIAL GRADE PERIPHERAL LIGHTING TO ACCENT ROOF LINE, RIDGE LINE, COLUMNS OF GAZEBO, WITH ALTERNATING RED, GREEN AND WARM WHITE LIGHTS.	GAZEBO	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
5 COMMERCIAL GRADE LED LIGHTING OF (4) COCONUT PALMS, 10 FT. AND OVER, TO INCLUDE TRUNKS, CROWN AND FRONDS, WHITE, GREEN & RED. SEE ILLUSTRATION	WITHIN MALLORY SQUARE	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
6 COMMERCIAL GRADE LED LIGHTING OF (14) GUMBO LIMBO TREES-TRUNKS ONLY WITH BLUE LED LIGHTS, INCLUDE METEOR RAIN SHOWER TUBE LIGHTS (WARM WHITE) ON ONLY (5) GUMBO LIMBO TREES.	WITHIN MALLORY SQUARE	\$8,250	\$8,250	\$8,250	\$8,250	\$8,250

DESCRIPTION OF PRODUCTS AND SERVICES	LOCATION	1ST YR LEASE	2ND YR LEASE	3RD YEAR LEASE	4TH YEAR LEASE	5TH YEAR LEASE
<p>POSSIBLE "FUTURE INSPIRATION DISPLAY"</p> <p>33'W X 37'H NEPTUNES CASTLE, SEE ILLUSTRATION</p>						
<p>TERMS:</p> <p>1. 50% DEPOSIT IS REQUIRED TO CONFIRM ORDER. NET 10 DAYS FROM AWARD.</p> <p>2. 30% DUE UPON COMPLETION OF INSTALLATION. NET 20 DAYS FROM INVOICE.</p> <p>3. 20% DUE UPON REMOVAL OF ALL DISPLAYS. NET 20 DAYS FROM FINAL INVOICE.</p>						
<p>NOTE : IT IS THIS VENDOR'S UNDERSTANDING THAT FLORIDA MUNICIPALITIES ARE EXEMPT FROM STATE AND LOCAL SALES TAX. IF THIS VENDOR IS AWARDED THIS CONTRACT, PLEASE PROVIDE COMPLETED EXEMPTION FORM.</p>						

FRONT, GREENE AND CAROLINE STREETS

5-YEAR LEASE
INSTALLATION
TAKEDOWN STORAGE

DESCRIPTION OF PRODUCTS AND SERVICES	LOCATION	1ST YR LEASE	2ND YR LEASE	3RD YEAR LEASE	4TH YEAR LEASE	5TH YEAR LEASE
PRICING BELOW IS IN AN "A LA CARTE" FORMAT. SIMPLY SELECT THE ITEMS YOU LIKE!						
SERVICES - INSTALLATION/TAKEDOWN/STORAGE OF CITY OWNED "OVER-THE-GLOBE" WREATHS ACCENTED WITH (2) PREMIERE BOWS EA. (34) LIGHT POLES						
1 ON FRONT STREET FROM WHITEHEAD TO A&B LOBSTER HOUSE	FRONT STREET	\$5,610	\$5,610	\$5,610	\$5,610	\$5,610
SERVICES-INSTALLATION/TAKEDOWN/STORAGE OF CITY OWNED "OVER-THE-GLOBE" WREATHS ACCENTED WITH (2) PREMIERE BOWS EA. (40) LIGHT POLES						
2 ON GREENE STREET FROM WHITEHEAD TO ELIZABETH STREET.	GREENE STREET	\$6,600	\$6,600	\$6,600	\$6,600	\$6,600
SERVICES-INSTALLATION/TAKEDOWN/STORAGE OF CITY OWNED "OVER-THE-GLOBE" WREATHS ACCENTED WITH (2) PREMIERE BOWS EA. (31) LIGHT POLES						
3 ON CAROLINE STREET FROM WHITEHEAD TO GRINNELL STREET.	CAROLINE STREET	\$5,115	\$5,115	\$5,115	\$5,115	\$5,115
NOTE: FIRST YEAR, CUSTOMER TO BE RESPONSIBLE FOR ALL REPAIRS ON WREATHS AND BOWS FROM 2023 HOLIDAY SEASON.						

FRONT, GREENE AND CAROLINE STREETS

5-YEAR LEASE
INSTALLATION
TAKEDOWN STORAGE

DESCRIPTION OF PRODUCTS AND SERVICES	LOCATION	1ST YR LEASE	2ND YR LEASE	3RD YEAR LEASE	4TH YEAR LEASE	5TH YEAR LEASE
TERMS:						
1. 50% DEPOSIT IS REQUIRED TO CONFIRM ORDER. NET 10 DAYS FROM AWARD.						
2. 30% DUE UPON COMPLETION OF INSTALLATION. NET 20 DAYS FROM INVOICE.						
3. 20 % DUE UPON REMOVAL OF ALL DISPLAYS. NET 20 DAYS FROM FINAL INVOICE.						
NOTE: IT IS THIS VENDOR'S UNDERSTANDING THAT FLORIDA MUNICIPALITIES ARE EXEMPT FROM STATE AND LOCAL SALES TAX. IF THIS VENDOR IS AWARDED THIS CONTRACT, PLEASE PROVIDE COMPLETED EXEMPTION FORM.						

**2023 / 2024
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2024**

Business Name: UNIVERSAL CONCEPTS

RECEIPT# 29240-139048

Owner Name: GREGORY F FULWOOD
Mailing Address: PO BOX 56
CUMMING, GA 30028

Business Location: MO CTY
KEY WEST, FL 33040
Business Phone: 770-887-0954
Business Type: MOBILE (CHRISTMAS LIGHTS & DECOR)

10

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
12.50	0.00	12.50	0.00	0.00	0.00	12.50

Paid WRB-23-00063179 05/17/2024 12.50

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY
PLANNING, ZONING AND
LICENSING
REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2024

Business Name: UNIVERSAL CONCEPTS

RECEIPT# 29240-139048

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12.50	0.00	12.50	0.00	0.00	0.00	12.50

Paid WRB-23-00063179 05/17/2024 12.50



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2024

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 Sutter, McLellan & Gilbreath, Inc 33 Buford Village Way Suite 329 Buford GA 30518	CONTACT NAME: Margo Mckenney PHONE (A/C. No. Ext): 770-246-8300 E-MAIL ADDRESS: mmckenney@smginsurance.com	FAX (A/C. No): 678-802-3971	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED G.F. Fulwood, Inc. dba Universal Concepts P. O. Box 56 Cumming GA 30028	INSURER A: National Trust Insurance		20141
	INSURER B: FCCI Insurance Group		18290
	INSURER C: FCCI Insurance Co		10178
	INSURER D: Monroe Guaranty Ins. Co.		32506
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 335483004

REVISION NUMBER:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP100050853-05	7/2/2023	7/2/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA100003141-08	7/2/2023	7/2/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		UMB100013074-07	7/2/2023	7/2/2024	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC0100058707-04	7/2/2023	7/2/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Equipment Leased/Rented			CPP100050853-05	7/2/2023	7/2/2024	Limit	100,000 / Ded: 500

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

CERTIFICATE HOLDER**CANCELLATION**

City of Key West
 1300 White St.
 Key West FL 33040

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU – ONGOING OPERATIONS AND
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations

(As required by written contract or agreement per Paragraph A. below.)

Empty box for listing additional insured persons or organizations.

Locations of Covered Operations

(As per the written contract or agreement, provided the location is within the "coverage territory".)

BLANKET

Empty box for listing locations of covered operations.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and

3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

PREMIER LIABILITY ENDORSEMENT

TABLE OF CONTENTS

DESCRIPTION	PAGE
Additional Insured Coverage	7
Bail Bonds.....	6
Blanket Waiver of Subrogation.....	12
Bodily Injury and Property Damage	1
Care, Custody or Control.....	3
Contractual Liability (Personal & Advertising Injury)	2
Electronic Data Liability	1
General Liability Conditions.....	11
Incidental Malpractice.....	7
Insured.....	7
Limited Product Withdrawal Expense	3
Limits of Insurance	9
Loss of Earnings.....	7
Lost Key Coverage	6
Newly Formed or Acquired Organizations	9
Non-Owned Watercraft.....	1
Property Damage Liability – Borrowed Equipment	1
Tenant’s Property and Premises Rented To You	6
Voluntary Property Damage	2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIER LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Commercial General Liability Coverage Form, and will apply unless excluded by separate endorsement(s) to the Commercial General Liability Coverage Form.

The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended as follows:

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE is amended as follows:

1. Extended "Property Damage"

Exclusion 2.a., Expected or Intended Injury, is replaced with the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Non-owned Watercraft

Exclusion 2.g. (2) (a) is replaced with the following:

- (a) Less than 51 feet long; and

3. Property Damage Liability – Borrowed Equipment

The following is added to Exclusion 2.j. (4):

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations. The most we will pay for "property damage" to any one borrowed equipment item under this coverage is \$25,000 per "occurrence". The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

4. Limited Electronic Data Liability

Exclusion 2.p. is replaced with the following:

- p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

The most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$10,000.

We have no duty to investigate or defend claims or "suits" covered by this Limited Electronic Data Liability coverage.

The following definition is added to **SECTION V – DEFINITIONS** of the Coverage Form:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

For purposes of this **Limited Electronic Data Liability** coverage, the definition of "Property Damage" in **SECTION V – DEFINITIONS** of the Coverage Form is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it;
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For purposes of this insurance, "electronic data" is not tangible property.

SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is amended as follows:

Paragraph 2.e. Exclusions – the Contractual Liability Exclusion is deleted.

SECTION I – COVERAGES, the following coverages are added:

COVERAGE D. VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for "property damage" caused by an "occurrence", to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

- a. Property at premises owned, rented, leased or occupied by you;
- b. Property while in transit;
- c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;
- d. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;
- e. Property caused by or arising out of the "products-completed operations hazard";
- f. Motor vehicles;
- g. "Your product" arising out of it or any part of it; or
- h. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

COVERAGE E. CARE, CUSTODY OR CONTROL

1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" caused by an "occurrence", to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

- a. Property at premises owned, rented, leased or occupied by you;
- b. Property while in transit;
- c. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;
- d. Property caused by or arising out of the "products-completed operations hazard";
- e. Motor vehicles;
- f. "Your product" arising out of it or any part of it; or
- g. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$250. We will then pay the amount of loss in excess of \$250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE

1. Insuring Agreement

- a. If you are a "seller", we will reimburse you for "product withdrawal expenses" associated with "your product" incurred because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

- (1) You determine that the "product withdrawal" is necessary; or
- (2) An authorized government entity has ordered you to conduct a "product withdrawal".

- c. We will reimburse only those "product withdrawal expenses" which are incurred and reported to us within one year of the date the "product withdrawal" was initiated.
- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:
 - (1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal" This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;
 - (2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal"; or
 - (3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.
- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:
 - (1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or
 - (2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

2. Exclusions

This insurance does not apply to "product withdrawal" expenses" arising out of:

- a. Any "product withdrawal" initiated due to:
 - (1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.
 - (2) Copyright, patent, trade secret or trademark infringements;
 - (3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:
 - (a) An error in manufacturing, design, processing or transportation of "your product"; or
 - (b) "Product tampering".
 - (4) Expiration of the designated shelf life of "your product".
 - b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.
 - c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.
 - d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.
 - e. The defense of a claim or "suit" against you for "product withdrawal expenses".
3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

- (1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:
 - (a) How, when and where the "defect" was discovered;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".
- (2) If a "product withdrawal" is initiated, you must:
 - (a) Immediately record the specifics of the "product withdrawal" and the date it was initiated;
 - (b) Send us written notice of the "product withdrawal" as soon as practicable; and
 - (c) Not release, consign, ship or distribute by any other method, any product, or like or similar products, with an actual, suspected or threatened defect.
- (3) You and any other involved insured must:
 - (a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
 - (b) Authorize us to obtain records and other information; and
 - (c) Cooperate with us in our investigation of the "product withdrawal".

4. For the purposes of this Coverage F, the following definitions are added to the Definitions Section:

- a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
- b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.

When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.
- c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.
- d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":
 - (1) Costs of notification;
 - (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
 - (3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
 - (4) Costs of computer time;
 - (5) Costs of hiring independent contractors and other temporary employees;
 - (6) Costs of transportation, shipping or packaging;
 - (7) Costs of warehouse or storage space; or
 - (8) Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products; but "product withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.

- e. "Seller" means a person or organization that manufactures, sells or distributes goods or products. "Seller" does not include a "contractor" as defined elsewhere in this endorsement.

COVERAGE G. LOST KEY COVERAGE

1. Insuring Agreement

We will pay those sums, subject to the limits of liability described in SECTION III LIMITS OF INSURANCE in this endorsement and the deductible shown below, that you become legally obligated to pay as damages caused by an "occurrence" and due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

- a. Actual cost of the keys;
- b. Cost to adjust locks to accept new keys; or
- c. Cost of new locks, if required, including the cost of installation.

2. Exclusions

This insurance does not apply to:

- a. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured;
- b. Any resulting loss of use; or
- c. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insured:
 - 1) Misappropriation;
 - 2) Concealment;
 - 3) Conversion;
 - 4) Fraud; or
 - 5) Dishonesty.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds \$1,000. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

EXPANDED COVERAGE FOR TENANT'S PROPERTY AND PREMISES RENTED TO YOU

The first paragraph after subparagraph (6) in Exclusion j., Damage to Property is amended to read as follows:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:

All references to SUPPLEMENTARY PAYMENTS – COVERAGES A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, and G.

1. Cost of Bail Bonds

Paragraph 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Loss of Earnings

Paragraph 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED is amended as follows:

1. Incidental Malpractice

Paragraph 2.a.(1)(d) is replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:
 - (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
 - (ii) The "employee" has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

2. Broadened Who Is An Insured

The following are added to Paragraph 2.:

e. Subsidiaries

Your subsidiaries if:

- (1) They are legally incorporated entities; and
- (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

f. Additional Insureds

The following additional insured provisions do not apply to any additional insureds which are added to the policy by an endorsement that specifically identifies or designates the additional insured or project involved.

General Provision. Any person or organization which requires in a written agreement with you that such person or organization be made an additional insured is an additional insured, but only with respect to covered "bodily injury", "property damage", and "personal and advertising injury" which is caused, in whole or in part, by "your work" under the same written agreement.

Specific Additional Insured Provisions.

Notwithstanding the general provision above, if the purported additional insured falls under one of the following specific categories, then only the following provisions shall apply to such additional insured:

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

- (1) Any "occurrence" that takes place after you cease to occupy those premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and only with respect to liability as a permit issuer. This

insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

If the additional insured is a lessor of leased equipment, such lessor shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

If the additional insured is an architect, engineer, or surveyor, such architect, engineer, or surveyor is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf in connection with your premises, or in the performance of your ongoing operations. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field order, change orders, drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

If the additional insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

If the additional insured is a vendor, such vendor is an additional insured only with respect to "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded to the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in "your product" made intentionally by the vendor;
 - d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The coverage afforded to any additional insured(s) under Paragraph 2.f. above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy;
4. Is subject to the conditions described under this paragraph f.; and
5. Nothing herein shall extend the term of this policy.

3. Newly Formed or Acquired Organizations

Paragraph 3. is amended as follows:

- a. Coverage under this provision is afforded until the end of the policy period.
- d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
 - c. Damages under Coverage B;
 - d. Voluntary “property damage” payments under Coverage D;
 - e. Care, Custody or Control damages under Coverage E; and
 - f. Lost Key Coverage under Coverage G.

2. Paragraph 5. is replaced with the following:

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A;
 - b. Medical expenses under Coverage C;
 - c. Voluntary “property damage” payments under Coverage D;
 - d. Care, Custody or Control damages under Coverage E;
 - e. Limited Product Withdrawal Expense under Coverage F; and
 - f. Lost Key Coverage under Coverage G.because of all “bodily injury” and “property damage” arising out of any one “occurrence”.

3. Paragraph 6. is replaced with the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

4. Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the higher of \$10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

5. Paragraph 8. is added as follows:

8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one "occurrence" is \$1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is \$3,000.

6. Paragraph 9. is added as follows:

9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for "property damage" arising out of any one "occurrence" is \$1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is \$5,000.

7. Paragraph 10. is added as follows:

10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for "product withdrawal expenses" in any one-policy period, regardless of the number of insureds, "product withdrawals" initiated or number of "your products" withdrawn is \$10,000.

8. Paragraph 11. Is added as follows:

11. Subject to Paragraph 5. above, the most we will pay under Coverage G, Lost Key Coverage for damages arising out of any one occurrence is \$50,000.

9. Paragraph 12. is added as follows:

12. The General Aggregate Limit applies separately to each "location" owned by or rented to you. "Location" as used in this sentence means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

10. Paragraph 13. is added as follows:

- 13 With respect to the insurance afforded to any additional insured provided coverage under this endorsement:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with the following:

a. You must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim. This requirement applies only when the “occurrence” or offense is known to the following:

- (1) An individual who is the sole owner;
- (2) A partner, if you are a partnership or joint venture;
- (3) An “executive officer” or insurance manager, if you are a corporation;
- (4) A manager, if you are a limited liability company;
- (5) A person or organization having proper temporary custody of your property if you die;
- (6) The legal representative of you if you die; or
- (7) A person (other than an “employee”) or an organization while acting as your real estate manager.

To the extent possible, notice should include:

- (1) How, when and where the “occurrence” or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the “occurrence” or offense.

2. The following is added to Subparagraph 2.b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:

The requirement in 2.b.applies only when the “occurrence” or offense is known to the following:

- (1) An individual who is the sole owner;
- (2) A partner or insurance manager, if you are a partnership or joint venture;
- (3) An “executive officer” or insurance manager, if you are a corporation;
- (4) A manager or insurance manager, if you are a limited liability company;
- (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;
- (6) A person or organization having proper temporary custody of your property if you die;
- (7) The legal representative of you if you die; or
- (8) A person (other than an “employee”) or an organization while acting as your real estate manager.

3. The following is added to paragraph 2. of Duties in the Event of Occurrence, Offense, Claim or Suit:

e. If you report an “occurrence” to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an “occurrence” to us at the time of the “occurrence” shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this “occurrence” to us as soon as you become aware that this “occurrence” may be a liability claim rather than a workers compensation claim.

4. Paragraph 6. is replaced with the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

However, we waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" under the following conditions:

- a) Only when you have agreed in writing to waive such rights of recovery in a contract or agreement;
- b) Only as to the person/entity as to whom you are required by the contract to waive rights of recovery; and
- c) Only if the contract or agreement is in effect during the term of this policy, and was executed by you prior to the loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY / NON CONTRIBUTORY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following replaces SECTION IV – CONDITIONS, Paragraph 5. “Other Insurance” subsection a.:

- a. This insurance is excess over and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

The above will apply to additional insureds unless a written contract specifically requires that this insurance be primary and noncontributing as to the additional insured. The written contract must be currently in effect or become effective during the term of this policy and must be executed prior to the “bodily injury”, “property damage” or “personal and advertising injury.”

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
SCHEDULE

Products-Completed Operations Aggregate Limit Of Insurance:	\$2,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section III – Limits Of Insurance is replaced by the following:

1. The Limits Of Insurance shown in the Declarations and the Schedule of this endorsement, and the following rules fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made, "suits" brought, or number of vehicles involved; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
 - a. Coverage **A**, except "ultimate net loss" because of "bodily injury" or "property damage":
 - (1) Arising out of the ownership, maintenance or use of a "covered auto"; or
 - (2) Included in the "products-completed operations hazard"; and
 - b. Coverage **B**.
3. The Products-Completed Operations Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all "ultimate net loss" under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
5. Subject to Paragraph **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.

The Aggregate Limits, as described in Paragraphs **2.** and **3.** above, apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

2024 PROPOSAL FOR HOLIDAY LIGHTING



AREAS

KEY WEST HISTORICAL SEAPORT

CITY MARINA at GARRISON BIGHT

CITY HALL

DUVAL STREET

MALLORY SQUARE

CAROLINE, FRONT, AND GREENE
STREETS

HISTORICAL SEAPORT

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DISPLAYS IN GRAVEL & LANDSCAPED AREAS



Animated Jellyfish Display

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Animated Seagulls



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Animated Sailboat Display

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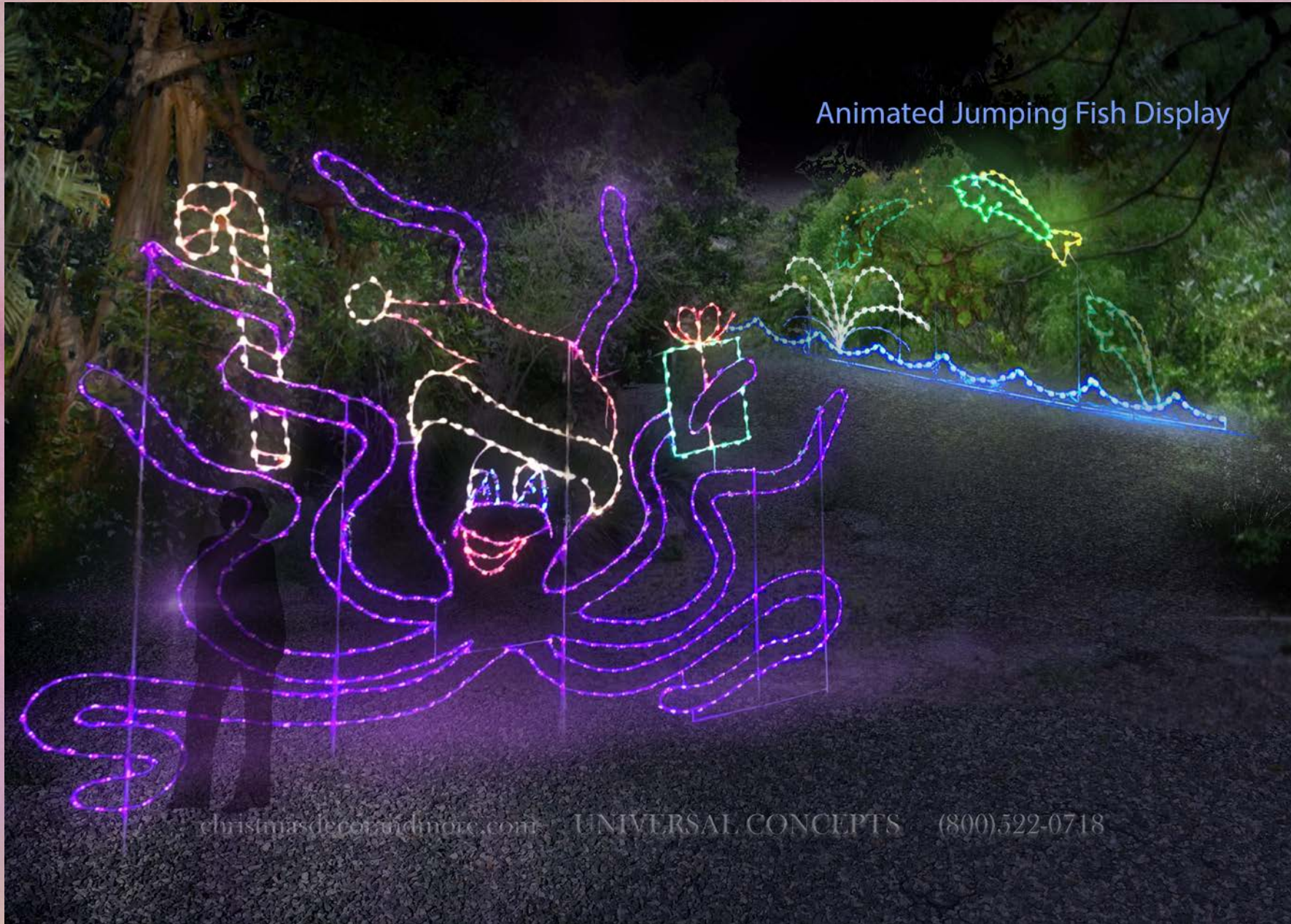


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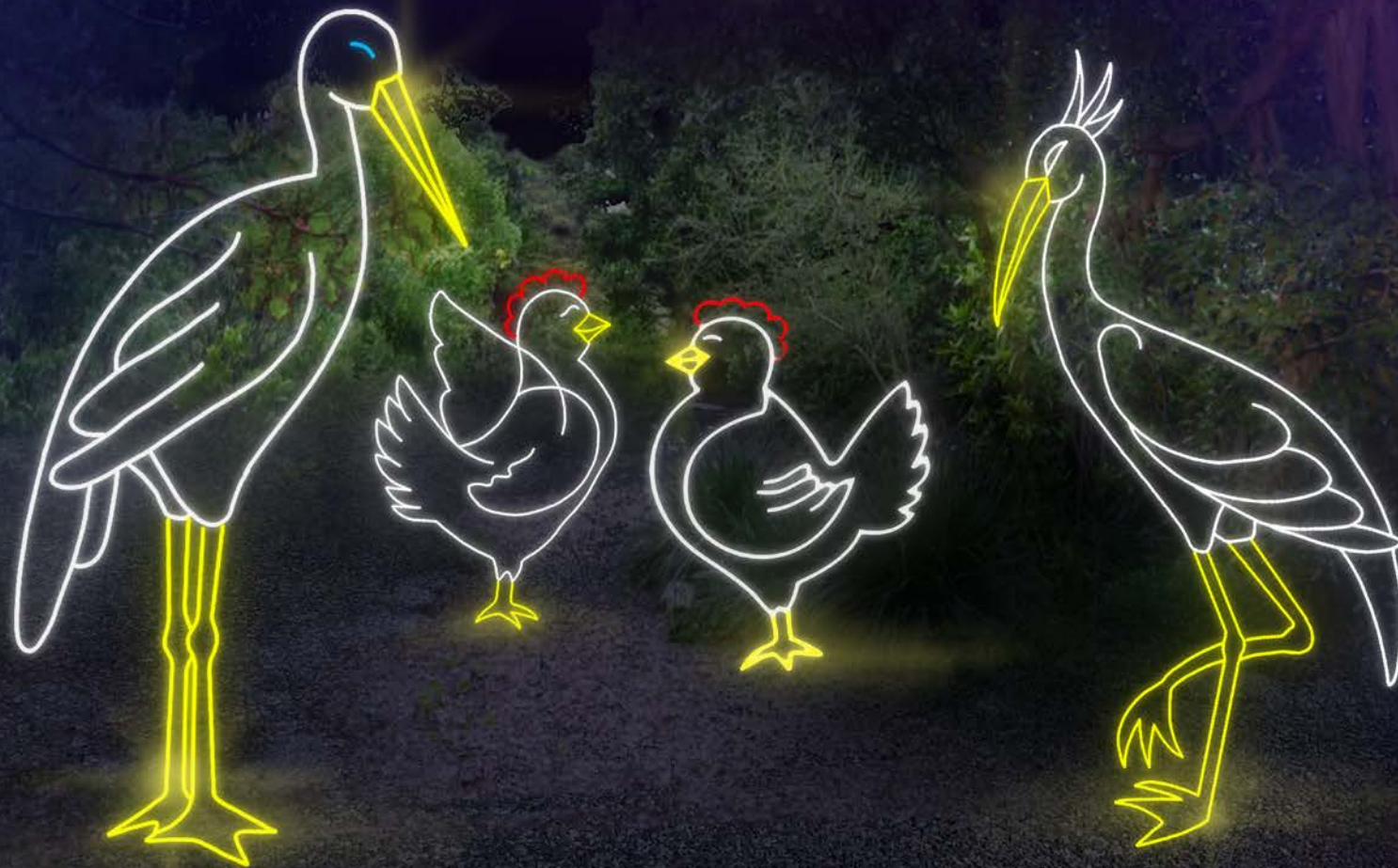
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CITY MARINA AT GARRISON BIGHT



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CITY HALL

OPTION #1



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OPTION #2



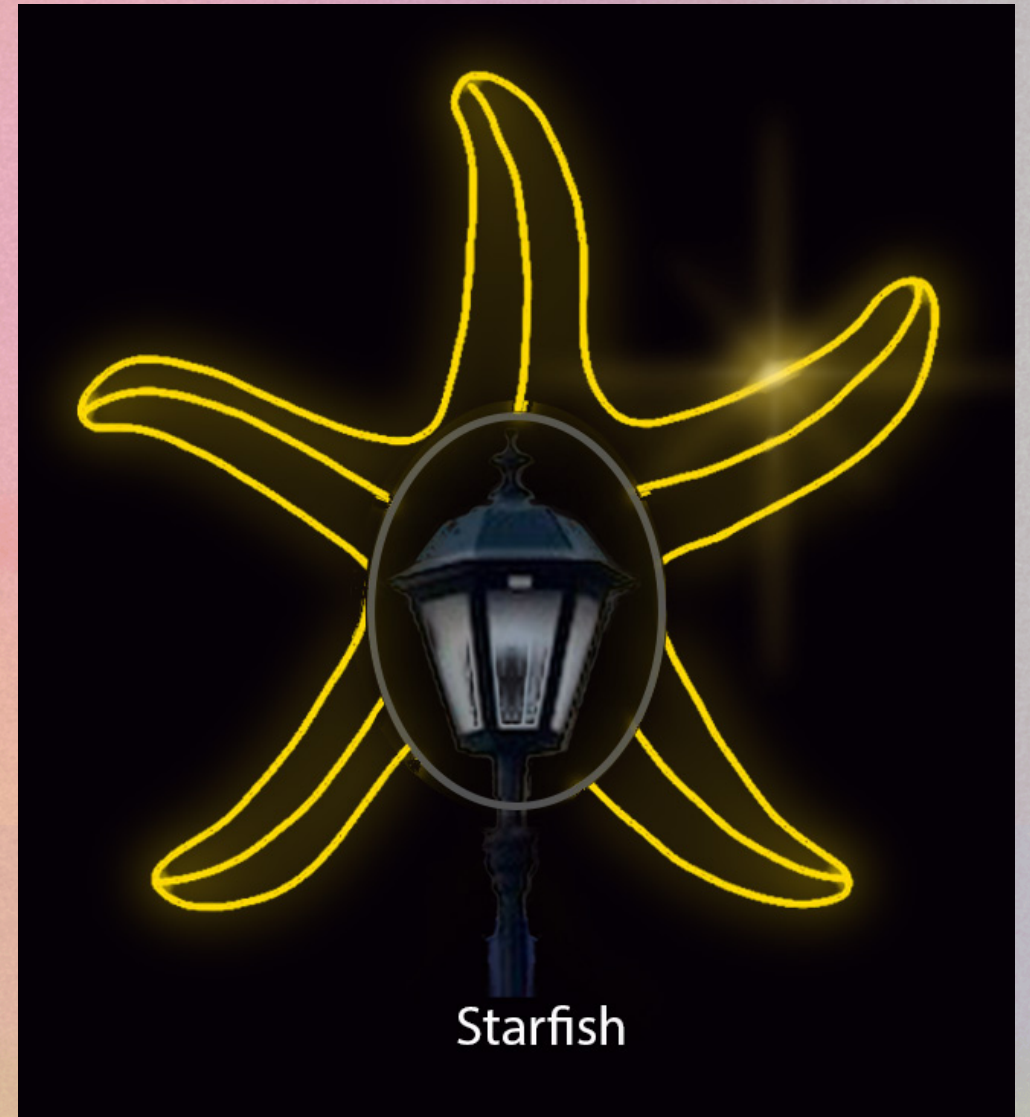
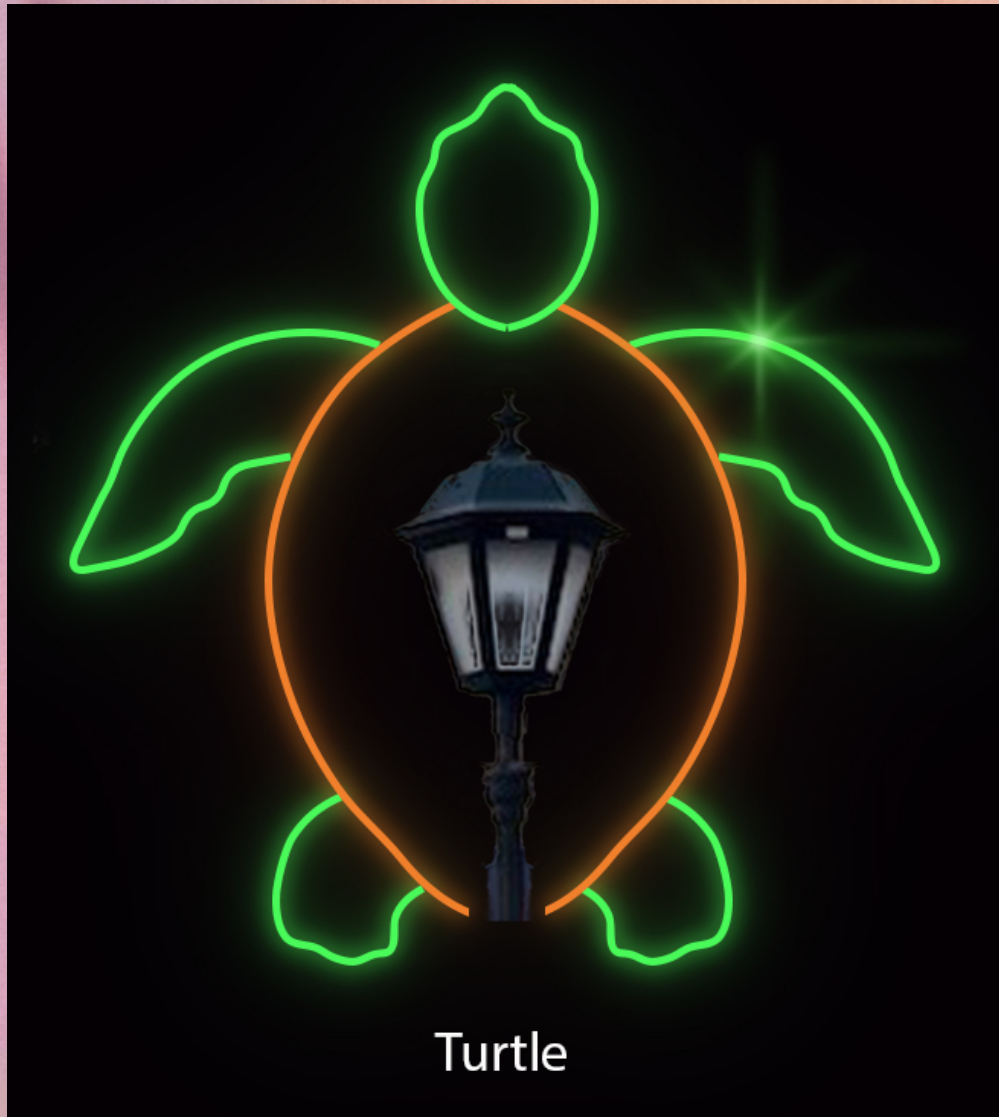
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Nautilus





Umbrella



Captains Wheel



Shell

MALLORY SQUARE



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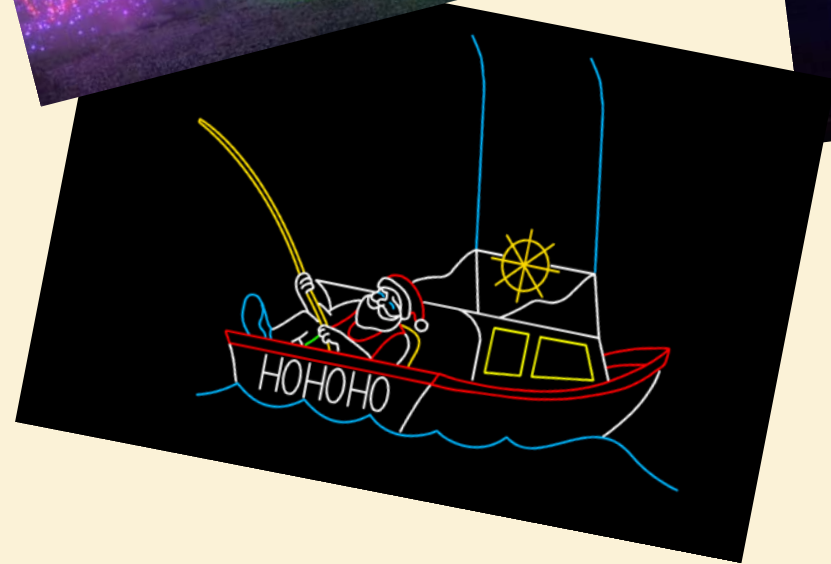
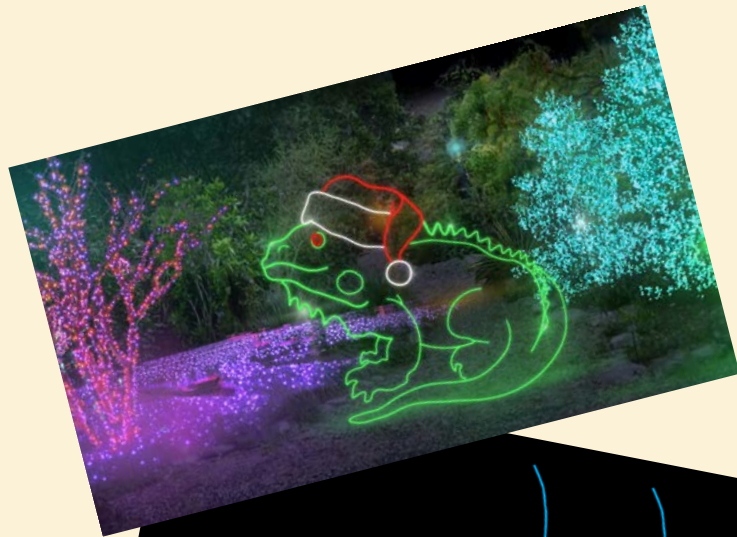
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CAROLINE, FRONT AND GREENE STREETS



FUTURE IDEAS



THANK YOU!



Greg and Lori Fulwood
Christmas@universalconceptsus.com

Universal Concepts
Since 1980
800.522.0718



CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: G. F. Fulwood, Inc.
DBA UNIVERSAL CONCEPTS
Address

SEAL:

P.O. Box 56, Cumming, GA 30028
Signature

GREGORY F. Fulwood
Print Name

PRESIDENT
Title

DATE:

5/22/24



PROPOSER

The name of the Proposer submitting this Proposal is

G.F. Fulwood Inc. DBA UNIVERSAL doing business at
P.O. Box 56 Cumming GA CONCEPTS
Street City State Zip 30028

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

GREGORY F. FULWOOD _____
LORI FULWOOD _____

NON-COLLUSION AFFIDAVIT

STATE OF GEORGIA)

: SS

COUNTY OF FORSYTH

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

X By: [Signature] 5/24/24

Sworn and subscribed before me this

22 day of MAY, 2024.

[Signature]

NOTARY PUBLIC, State of Florida at Large - FORSYTH COUNTY

My Commission Expires: 3/7/2028



NOT A LOCAL
VENDOR

**LOCAL VENDOR CERTIFICATION PURSUANT TO
CITY OF KEY WEST ORDINANCE 09-22 SECTION 2-798**

The undersigned, as a duly authorized representative of the VENDOR listed herein, certifies to the best of his/her knowledge and belief, that the VENDOR meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - o Not a local VENDOR pursuant to Ordinance 09-22 Section 2-798
 - o Qualifies as a local VENDOR pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name _____ Phone: _____

Current Local Address: _____ Fax: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address: _____

_____ Date: _____

Signature of Authorized Representative

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification _____ as identification
(Type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Return Completed form with
Supporting documents to:
City of Key West Purchasing

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 with Bid or Proposal for RFP # 24-007

HOLIDAY LIGHTING KEY WEST HISTORIC SEAPORT CITY
MARINA AT GARRISON BIGHT CITY HALL, DEVAL ST., MALLORY SQUARE,
CAROLINE, FRONT & GREENE ST.

2. This sworn statement is submitted by G.F. FULLWOOD INC, DBA UNIVERSAL CONCEPTS
(name of entity submitting sworn statement)

whose business address is P.O. Box 56, Cumming, GA 30028

1461 VENTURA DR., Cumming, GA 30040

and (if applicable) its Federal Employer Identification Number (FEIN) is 58-1910730

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement _____

3. My name is GREGORY F. FULLWOOD
(please print name of individual signing)

and my relationship to the entity named above is PRESIDENT

4. 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 or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. 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 information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. 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

b. 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 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 convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), 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 public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. 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 submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(signature)

5/22/24

(date)

5/22/24

STATE OF GEORGIA

COUNTY OF FORSYTH

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

GREGORY FRANKLIN FULWOOD Who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 22 day of MAY, 2024.

My commission expires: 3/7/2028

NOTARY PUBLIC



If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2024.

N/A

Signature of Proposer

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 22 day of MAY 2024.

(SEAL)

G. F. Fulwood Inc.
Name of Corporation

By GREGORY F. Fulwood

Title PRESIDENT

Attest [Signature] 5/22/24



Sworn and subscribed before this 22 day of MAY, 2024

NOTARY PUBLIC, State of GEORGIA, at Large

My Commission Expires: 3/7/2028



VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: G. F. Fulwood, Inc. ^{DBA} UNIVERSAL CONCEPTS
Vendor FEIN: 58-1910730
Vendor's Authorized Representative Name and Title: GREGORY F. Fulwood, Pres.
Address: P.O. Box 56,
City: CUMMING State: GA Zip: 30028
Phone Number: 800-522-0718
Email Address: sales@universalconcepts.us.com

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: GREGORY F. Fulwood, President
Print Name *Print Title*
who is authorized to sign on behalf of the above referenced company.
Authorized Signature: 