

City of Lake Worth
Request for Proposals-Fireworks Display
RFP 12-13-203



**The City of Lake Worth
Request for Proposals – FIREWORKS DISPLAY
RFP #12-13-203**

The City of Lake Worth, Florida will receive proposals for the purpose establishing a contract to serve as an independent contractor for to the CITY to provide a Community Fireworks Display for the July 4th Independence Day Celebrations.

Notice is hereby given that sealed proposals will be received at the Purchasing Office, until Monday, **March 18, 2:00 p.m. local time**, at which time they will be publicly opened and read for furnishing all labor, materials and equipment, and performing all work necessary and incidentals. All proposers or their representatives are invited to be present.

A non-mandatory, strongly encouraged **Pre-Bid Meeting is scheduled for March 12th 2013 at 3:00PM**. Pre-Bid Meeting will be held at the Lake Worth Golf Course Pro-Shop located at 1 7th Avenue North, Lake Worth FL 33460. For detailed directions, please call (561) 582-9713.

Proposals shall be delivered and addressed to the City of Lake Worth, Purchasing Division, 2nd Floor, 7 North Dixie Hwy, Lake Worth, FL 33460 and shall be labeled "**COMMUNITY FIREWORKS DISPLAY - RFP 12-13-203**".

Any Proposer who wishes his proposal to be considered is responsible for making certain that his proposal is received in the Purchasing Office by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled Proposal Submittal Deadline will be returned unopened. It is the responsibility of the Proposer to see that any proposal submitted shall have sufficient time to be received by the Purchasing Office before the Proposal Submittal Deadline. Late proposals will be returned to the Proposer unopened.

Proposers must submit one **(1) identified original copy plus five (5) copies** of the proposal pages including any attachments. The proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

For additional information, contact Kari Hansen, Purchasing Agent, (561) 586-1674, khansen@lakeworth.org.

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SECTION 1 - INTRODUCTION AND INFORMATION

The City of Lake Worth ("City") is requesting proposals for the purpose of providing a community fireworks display on **July 4, 2013 for the City's Centennial Celebration, in addition the City will award firework display contract for 2014, 2015 with the potential for two 1 year renewals for 2016 and 2017.** Festival takes place every year at Bryant Park located on the Intracoastal Waterway. The City's needs are outlined in the following ***Request For Proposal and Project Specifications for Fireworks Display***. The selected firm will be issued a three year contract with two one year options to renew at the discretion of the City of Lake Worth.

Qualified service providers shall submit a proposal to supply, transport, set-up, fire, tear down and dispose as necessary a community fireworks display for an amount not to exceed \$25,000 for year 2013, and at a cost not to exceed \$15,000 in subsequent years 2014, and 2015 with an option to renew for two additional one year renewals. The proposal should include a grand finale display. The length of the display should be identified and well as the quantity type of fireworks being proposed. The show shall take place at 9:00 PM from land within areas located at the City's Golf Course. Attendance at the event locations in 2012 was approximately 15,000-25,000. Please identify the relationship between price and length of program.

Each proposal should include an itemized list and description of all fireworks to be included in the display and any other visuals and an explanation that assists in describing the show.

Services to be performed must be in compliance with all provisions of local, State and national regulations and all other applicable laws and regulations, including, without limitation, using one licensed pyrotechnic operator in connection with the handling or display of fireworks, combing the grounds for any live materials around the site immediately preceding the fireworks display, providing sufficient personnel at fireworks discharge site in order to ensure a safe public display, and obtaining all necessary licenses and permits.

The City will provide all concessions, entertainment, crowd control services, attendee parking and event promotion for the general public. A representative(s) from the selected firm shall be available for an introductory meeting with the City of Lake Worth and two possible subsequent planning meetings minimally. The US Coast Guard and FDOT require permits, documentation and meetings to organize and plan the closure of Lake Worth Bridge and roads. Attendance and filing of all necessary paperwork for permits is the responsibility of the ***selected firm***.

It is the sole responsibility of the successful bidder to communicate, arrange, and schedule directly with all subcontractors for the entirety of the show. Any insurance requirements, fees, parking, loading/unloading and equipment/logistical needs shall be the responsibility of the successful bidder.

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- 1.0 **INFORMATION/CLARIFICATION:** For information concerning this RFP contact Kari Hansen at (561) 586-1674. Such contact is to be for clarification purposes only. Changes, if any, to the technical specifications or proposal procedures will only be transmitted by written addendum.
- 1.0.1 **ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL:** Any inquiry or request for interpretation received ten (10) or more days prior to the date fixed for the opening of the proposals will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective Proposers not later than seven (7) days prior to the established proposal opening date. Each prospective Proposer shall acknowledge receipt of such addenda in the space provided in the proposal form. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Proposer will be bound by such addenda, whether or not received by him. It is the responsibility of each prospective Proposer to verify that he has received all addenda issued before proposals are opened. No verbal interpretations may be relied upon.
- 1.1 **QUESTIONS:** Questions should be sent to Kari Hansen, Purchasing Division, Purchasing Agent, City of Lake Worth, 7 Avenue North, Lake Worth, FL 33460. To facilitate prompt receipt of questions they can be sent to Kari Hansen by email Khansen@lakeworth.org.
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- 1.2 **INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:** The initial contract term shall commence upon final execution of the Contract by the City and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

City agrees to pay the following:

- 2013 \$25,000 (City's 100 year Centennial Celebration)
- 2014 \$15,000
- 2015 \$15,000
- 2016 \$15,000
- 2017 \$15,000

- 1.3 **ELIGIBILITY:** To be eligible to respond to this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services similar to those specified in the Scope of Services section of this RFP to at least one City similar in size and complexity to the City of Lake Worth or have the managerial and financial ability to successfully start such a concession by the required date.

If the Contractor has not previously performed the services to a City, the City reserves the right

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to require a test period to determine if the Contractor can perform in accordance with the requirements of the Contract, and to the City's satisfaction. Such test period may be from thirty (30) to ninety (90) days, and will be conducted under all specifications, terms and conditions contained in the Contract.

- 1.4 CONE OF SILENCE: No entity filing a response to this RFP shall through their principal, attorneys, or agents, contact the City Commission for the purposes of discussing any aspect of this RFP or any possible decision on the RFP; neither shall any such party approach third parties for the purposes of having those third parties have those types of discussions with the City Commission. Any action in violation of this provision shall be cause for disqualification for the response.

Additionally contact with City personnel of the City of Lake Worth other than the Purchasing Agent Kari Hansen or the City Attorney regarding this request for proposals may be grounds for elimination from the selection.

The cone of silence will terminate at the time the City awards or approves the contract, votes to reject all proposals or responses, or otherwise takes action which ends the solicitation. Should the City Commission refer the item back to the City Manager and staff for further review, the Cone of Silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

SECTION 2 - STANDARD TERMS AND CONDITIONS

- 2.0 SUBMISSION AND RECEIPT OF PROPOSALS: To receive consideration, proposals must be received prior to the RFP opening date and time. Unless otherwise specified, Proposers should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the proposal to be rejected. Any erasures or corrections on the proposal must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or filled in with pen and ink. Proposals shall be signed in ink. Separate proposals must be submitted for each RFP issued by the City in separate sealed envelopes properly marked. When a particular RFP requires multiple copies they may be included in a single envelope or package, properly sealed and identified.
- 2.1 Proposals must contain a manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.
- 2.1.1 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

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- 2.1.2 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 2.2 Proposals will be publicly opened in the City Hall Conference Room, 1st Floor, 7 North Dixie Hwy, Lake Worth, FL 33460, in the presence of Proposers, the public, and City staff. Proposers and the public are invited and encouraged to attend RFP openings. Proposals will be tabulated and made available for review by Proposers and the public in accordance with applicable regulations
- 2.3 Proposals shall be submitted at or before the time and at the place indicated in the Request for Proposals and shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope shall be clearly marked on the exterior "RFP# 12-13-203-PROPOSALS FOR COMMUNITY FIREWORKS DISPLAY FOR THE CITY OF LAKE WORTH, FLORIDA, OPENS MONDAY, MARCH 11, 2:30 PM" and shall state the name and address of the Proposer and shall be accompanied by any other required documents. No responsibility will be attached to the Purchasing Office for the premature opening of a Proposal not properly addressed and identified.
- 2.4 All Proposals received from Proposers in response to the Request for Proposal will become the property of the City of Lake Worth and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- 2.5 QUALIFICATIONS OF PROPOSERS: Each Proposer shall complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for rejection of the Proposal.
- The City of Lake Worth reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of the Contract.
- 2.6 NO BIDS: If you do not intend to bid please indicate the reason such as, insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason in the space provided in this RFP. Failure to bid or return no bid comments prior to the RFP due and opening date and time indicated in this RFP, may result in your firm being deleted from our Bidder's Registration List for the Commodity Class Item requested in this RFP.
- 2.7 PROPOSERS' COSTS: The City shall not be liable for any costs incurred by Proposers in responding to this RFP.

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- 2.8 BIDS FIRM FOR ACCEPTANCE: Proposer warrants by virtue of bidding, that his Proposal and the prices quoted in his Proposal will be firm for acceptance by the City for a period of ninety (90) days from the date of RFP opening unless otherwise stated in the RFP.
- 2.9 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES: Contractor agrees and understands that the Contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option for other events.

While this Contract is for services provided to the Leisure Services Department, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

- 2.10 MISTAKES: Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the RFP. Failure of the Proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to disqualification of a proposal.

2.11 RESERVATIONS FOR AWARD AND REJECTION OF PROPOSALS:

2.11.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.

2.11.2 The City reserves the right, in the event the selected Proposer does not perform satisfactorily, to award a trial period to the next ranked Proposer or to award a contract to the next ranked Proposer. This procedure is to continue until a CONTRACTOR is selected or the contract is re-bid or other arrangements made, at the sole option of the City.

- 2.12 BID PROTEST: The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, in its sole discretion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process. The successful proposer shall then execute a contract containing these the terms in this RFP together with such other legal provisions deemed appropriate by the City Attorney. The Mayor shall be authorized to execute said contract.

2.12.1 Should any proposer deem any action of the City or any representative to be in violation of any law or this RFP, said proposer shall file a written protest delivered to the City Clerk at Lake Worth City Hall (marked Bid Protest clearly, in capital letters, at the top of the communication and envelope), with fax copy to City Attorney within three business days of the event or action in question or prior to City Commission consideration, whichever event occurs first. The protest shall delineate all facts and arguments in support thereof. The City shall distribute copies of the protest to all

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proposers by mail, hand-delivery, fax or e-mail at City's sole option. All other proposers may submit written responses to the City Clerk and City Attorney as set forth above. The City Commission shall hear the protest and render its decision on the protest prior to making any award. Notice of the date, location and time the City Commission will hear the protest shall be provided to all proposers by mail, hand-delivery, fax or e-mail at City's sole discretion. The City Commission may either deny the protest grant the protest and order remedial action, or take such other actions as it deems just and proper including but not limited to, rejecting all bids.

2.13 LEGAL REQUIREMENTS:

2.13.1 Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

2.13.2 The Legal Advertisement, Notice of Request for Proposal, General Conditions, Special Conditions, Specifications, Instructions to Bidders, Exhibits, Addenda and any other pertinent document form a part of this RFP and by reference are made a part of any response to this RFP.

2.14 BACKGROUND CHECKS: In accordance with Section 38-116 of the City of Lake Worth Code of Ordinances, prior to beginning any services under this request for proposal, the Proposer shall, at its expense, obtain a criminal background check through the National Crime Information Center (NCIC) for each of its employees prior to for any employee of the company who is doing the work required by this request for proposal. The Proposer must ensure a similar check has been done of its subcontractors' employees who will have access to the City's property.

The results of the criminal background checks shall be forwarded to the Purchasing Division, with a copy to be placed with the Clerk's Office.

If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the Proposer shall not assign the individual to any City property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization. In the event that the Proposer intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

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The City reserves the right to approve or disapprove whether contract employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the Contractor's employment of an individual outside of this request for proposal.

The contractor shall certify compliance with this provision prior to commencing work.

- 2.15 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the Proposer or disputes between City staff and the Proposer are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Proposer and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Lake Worth available to the Office of the City Manager for action as required.
- 2.16 SUSPENSION: Should at any time during the term of this contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
- 2.16.1 In the event a CONTRACTOR is terminated, the City may assign the contract to another CONTRACTOR, or seek a new CONTRACTOR, until the contract is re-bid, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.
- 2.17 TERMINATION FOR CAUSE: If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the provisions of this Contract, the City may upon written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract or with such part or parts of the Contract as to which there has been a default, and may hold the CONTRACTOR liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the CONTRACTOR under this Contract shall, at the option of the City, become the City's property and the CONTRACTOR shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The CONTRACTOR, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the CONTRACTOR, and the City may withhold any or all of security deposit payments until

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such time as the amount of damages due to the City from the CONTRACTOR can be determined.

- 2.18 TERMINATION FOR CONVENIENCE OF CITY: Upon ninety (90) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the Contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the Contract is terminated for the convenience of the City, the notice of termination to the successful bidder will state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination.
- 2.19 RE-ESTABLISHMENT OF SERVICES BY CITY: In the event that the CITY is of the opinion that it could best service its customers with direct service and would like to terminate the scope of services referenced herein and establish beach concession services as a direct service provided by the CITY, it may do so with 180 days notice to CONTRACTOR of such decision. The CONTRACTOR will make all efforts to assist them. Should this situation arise, CONTRACTOR will be available to the CITY during this critical period with the intention of creating a successful transition.
- 2.20 SPECIAL CONDITIONS: Any and all Special Conditions contained in this RFP that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.
- 2.21 RETENTION OF RECORDS AND RIGHT TO ACCESS CLAUSE: Proposer shall maintain current, accurate, and complete financial records on an accrual basis of accounting related to its operations pursuant to this Contract. Contractor shall keep on the premises, or such other place, approved by the City, true, accurate, and complete records and accounts of all sales, rentals, and any other type of business being transacted on or off the premises related to Beach Concessions. Systems and procedures used to maintain these records shall include a system of internal controls and all accounting records shall be maintained in accordance with generally accepted accounting principles and shall be open to inspection and audit by the City Manager or designee upon 72 hours notice. Such records and accounts shall include a breakdown of gross revenue, expenses, and profit and loss statements. Such other records shall be maintained as would be required by an independent CPA in order to audit a statement of annual gross revenue and profit and loss statement pursuant to generally accepted accounting principles.
- 2.22 PROHIBITION OF INTEREST: No contract will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the City's Bidder's List and prohibition from engaging in any business with the City.

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- 2.23 CONFLICT OF INTEREST: The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 2.23.1 The CONTRACTOR represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the City of Lake Worth. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Lake Worth, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.24 ETHICS CODE: Proposers are required to acquaint themselves with the provisions in the City of Lake Worth's Ethics Code. The City Commission will strictly apply the Ethics Code. Section (5) "Disclosure and Behavior Requirements of Applicants and Person/Entity seeking a City contract or currently doing business with the City" is of immediate interest. THIS SECTION CONTAINS DISCLOSURE REQUIREMENTS FOR ALL APPLICANTS. Proposer MUST complete Schedule A Disclosure Form (attached). Failure to do so may result in the rejection of statements of qualifications.
- 2.25 ADMINISTRATION OF CONTRACT: Overall performance under the resultant contract shall be supervised by the Leisure Services. If at any time during the contract period, performance is deemed to be unsatisfactory, the Contractor, upon notification by the City shall take such steps necessary to perform as per contract requirements. If at any time, in the opinion of the City, there has been a breach of contract, the Contractor shall be notified and a hearing shall be set for a date within fifteen (15) days of such notice. At that time, the Director of Leisure Services, or their designees, shall hear the Contractor and City representatives. The City shall make a determination as to whether or not there have been a breach of contract, and shall direct what further action shall be taken.
- 2.26 INDEMNIFICATION AND HOLD HARMLESS: Proposer shall, in addition to any other obligation to indemnify the City of Lake Worth and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City of Lake Worth, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged;
- A) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of or resulting or claims to have resulted in whole or in part from any actual or alleged act or omission of the Proposer, any subcontractor, anyone directly or indirectly employed

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by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or

- B) violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Proposer in the performance of the work; or
- C) liens, claims or actions made by the Proposer or any subcontractor or other party performing the work.
- D) Any claims of whatsoever nature related to collection practices or any actions of contradictory nature pursuant to this contract or in the attempt to collect monies due or claimed to be due to the City.

2.27 DISCRIMINATION: Proposer agrees that in the performance of any provisions of this Contract, not to discriminate or permit discrimination in the hiring practices of Proposer or in the performance of the Proposer on the basis of race, sex, religion, political affiliation or national origin. The Proposer will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida or the Federal Government.

2.28 NO CONTINGENT FEE: Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the City shall have the right to terminate the Contract without liability at its discretion.

2.29 WARRANTIES OF USAGE: Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.30 PUBLIC RECORDS / CONFIDENTIAL INFORMATION: Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with all Proposer's response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

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- 2.31 APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS: The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features, which are desired by the City of Lake Worth. The City is receptive to any product, which would be considered by qualified City personnel as an approved equal.
- 2.31.1 The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.
- 2.31.2 The City of Lake Worth will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.
- 2.32 SERVICE TEST PERIOD: If the Proposer has not previously performed the services to another City, the City reserves the right to require a test period to determine if the Proposer can perform in accordance with the requirements of the Contract, and to the City's satisfaction. Such test period may be from thirty (30) to ninety (90) days, and will be conducted under all specifications, terms and conditions contained in the Contract.
- 2.32.1 A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor.
- 2.33 VENUE/SEVERABILITY: Venue shall be in Palm Beach County, Florida, with respect to any and all actions which may be brought now or hereafter in connection with this Contract. In the event that any portion, provision, term, or condition of this Contract shall be found to be unconstitutional or illegal in any way, it shall be deemed severed and the remainder of the Contract shall remain in full force and effect.
- 2.34 VARIANCES: For purposes of Proposal evaluation, Proposers must indicate any variances, no matter how slight, from RFP General Conditions, Special Conditions, Specifications or Addenda in the space provided in the RFP. No variations or exceptions by a Proposer will be considered or deemed a part of the Proposal submitted unless such variances or exceptions are listed in the RFP and referenced in the space provided on the proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- 2.34.1 By receiving a proposal, the City does not necessarily accept any variances contained in the RFP. All variances submitted are subject to review and approval by the City. If any Proposal contains material variances that, in the City's sole opinion, makes that

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Proposal conditional in nature, the City reserves the right to reject the Proposal or part of the Proposal that is declared, by the City, as conditional.

- 2.35 **COMPLIANCE WITH LAWS**: This Contract shall be governed by all Federal, State, and local laws, regulations, ordinances, or other standards as amended from time to time and as set by any other regulatory agency. This is including, but not limited to, any and all municipal regulations or any other regulations which may govern the City as a municipality of the State of Florida.
- 2.36 **PUBLIC ENTITY CRIMES INFORMATION STATEMENT**: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO For a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 2.37 **NON-COLLUSIVE AFFIDAVIT**: Each Proposer shall complete the Non-Collusive Affidavit Form Schedule "B" and shall submit the form with the Proposal. The City considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.
- 2.38 **SUB-SUBCONTRACTORS**: If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the City, prior to any Contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

SECTION 3 - CONSIDERATION OF AWARD

- 3.0 **CONSIDERATION FOR AWARD/AWARD PROCEDURES**: Evaluation of the proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City Manager or his designee. The committee will evaluate all responsive proposals received from Proposer's who meet or exceed the requirements contained in the RFP based upon the information and references contained in the proposals as submitted. The committee shall then short list no less than three (3) proposals, assuming that three proposals have been received, that it deems best satisfy the selection criteria set forth herein.
- 3.0.1 The committee will conduct interviews with the short listed proposers and rank the shortlisted proposers in accordance with the selection criteria contained below.

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- 3.0.2 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.
- 3.0.3 The evaluation committee's findings and rankings will be reviewed by the City Commission which shall then make its determination. The recommendations of the evaluation committee shall be advisory only. The Commission may adopt the ranking of the committee and authorize a contract with the number one ranked firm or use the evaluation criteria to rank the short listed firms and authorize a contract to the firm it ranks as number one. The Contract shall be in the form as attached hereto.
- 3.0.4 The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, in its sole discretion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process. The successful proposer shall then execute a contract containing these the terms in this RFP together with such other legal provisions deemed appropriate by the City Attorney. The Mayor shall be authorized to execute said contract.
- 3.0.5 The following primary evaluation criteria will be used as a general guide for award of the bid:

The proposal shall include the qualifications and components requested below. Information should be complete and demonstrate that the Service Provider can perform professional work not to exceed \$25,000. Proposals should not exceed 20 single-sided pages or 10 double-sided pages. Proposals shall contain the following:

A. Introduction

Prepare a brief introduction including a general demonstration of understanding of the scope and complexity of the required work.

B. Personnel

Identify individuals and list qualifications of key personnel who would be assigned to this project. Detail experience in work related to the proposed assignment. Specify the Project Manager who will serve as a contact person.

C. Experience

Provide company contact information, how long you have been in business, and what services you provide. Identify and briefly describe related work completed in the last three years. Describe only work related to the proposed effort and include any examples of similar local government projects. Include evidence of satisfactory and timely completion of similar work

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performed for past projects.

D. Pricing and Budget

The budget is \$25,000 for 2013 and \$15,000 for years 2014-2017 for the community fireworks display. Based on the preliminary scope of work, provide a breakdown of the estimated cost of this project including expenditures for services, production, communication with client and any other costs. Please provide specifics as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable, and how costs are adjusted according to that classification. Contract costs and fees may be negotiated with the finalist(s). Also include an inventory of products to be used. Final fee must include all permit fees associated with coordinating the Fireworks display.

E. Insurance

The consultant must agree to procure and maintain the necessary Insurance, Commercial General Liability Insurance, Workers Compensation Coverage, and Professional Liability Insurance. *Requirements are outlined in the standard contract for consultant services.*

F. Client References

Provide a minimum of three client references with contact names and phone numbers which you have produced a fireworks display.

G. Appendix (*Note: not counted in overall page count*) An appendix with full resumes is allowed. The appendix material may or may not be considered as part of the selection process. All forms contained herein should be placed in this section as well.

3.0.6 Proposals will be ranked based upon the merits of the written proposal and the qualifications and experience of the firm or consultant team. Each reviewer will award a score based on a 100 point total as follows:

A. Responsiveness (20 points) The City will consider the materials submitted by the service provider to determine whether the service provider is in compliance with the REQUEST FOR PROPOSAL.

B. Creativity (20 points) Variety and content of fireworks display.

C. Price (20 points) Amount not to exceed \$25,000 in year 2013 and \$15,000 years 2014-2017. What are we getting for the published budget.

D. Responsibility (20 points) The City will consider the materials submitted by the service provider and other evidence it may obtain to determine the company's ability and history of successfully completing contracts of this type, meeting projected deadlines, experience in similar work, and ability to accept the City's standard terms and conditions.

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E. Experience (20 points) The City will consider the experience of the bidder. Preference is given towards bidders that have demonstrated ability to conduct barge based firework displays, similar to the scope of this project in a safe and responsible manner.

The successful firm or consultant team selected will perform a variety of duties as agreed upon in the final negotiated Scope of Work. The selected vendor and the City will finalize the contract terms and conditions. If the City and the selected vendor are unable to agree on terms and conditions, the City may exercise its right to negotiate with other vendors.

SECTION 4 - SPECIAL CONDITIONS

(Standard Conditions shall also be included in the Contract)

CONTRACT

This Contract for the City of Lake Worth Fireworks Display (“Fireworks”) is entered into between _____
_____ (CONTRACTOR) and the City of Lake Worth (CITY) as follows:

1. **Term of Contract:** The initial term of the Contract shall be for a thirty-six (36) month period and may be renewed for two (2) additional twelve (12) month periods, upon mutual consent. There is no right to renewal.
2. **Time:** Fireworks display to commence at 9pm on July 4, 2013, 2014, 2015 with renewal options for 2016 and 2017.
3. **Selling, Transferring or Assigning Contract:** No Contract awarded under these terms, conditions or specifications shall be sold, transferred or assigned without the written approval of the CITY, which shall have the sole discretion to deny or approve any assignment. In the event of such assignment, the assignee shall expressly consent, in writing, to the terms of this Contract and this assignee shall assume all of the obligations of the original CONTRACTOR.
4. **Independent Contractor:** The contractor is an independent contractor under this Contract. Personnel services provided by the contractor shall be by employees of the contractor and subject to supervision by the contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, workers’ compensation, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the contractor.
5. **Sub-Contracting:** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. In addition to other indemnification provisions contained in this Contract, Contractor shall defend at Contractor's expense, counsel being subject to the City’s approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for the City by any of such subcontractors, and from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors.

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6. **UNCONTROLLABLE CIRCUMSTANCES** ("Force Majeure") The City and Contractor will be excused from the performance of their respective obligations under this Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Contract shall be extended by a period equal to that during which either party's performance is suspended under this Section.

7. **Addition, Deletion and Changes of Services:** The City may require the addition or deletion of services from the Contract, during the Contract term, as the requirements and needs of the City change. This may entail, but not be limited to, additional items of a similar nature but not specifically listed in the Contract, increases in the quantity of equipment, changes or elimination of equipment, modifications in operating hours, or similar type changes.

8. **Advertising:** The City will be responsible for all event advertising.

9. **Location of Services:** The show shall take place at 9:00 PM from land within area located at the City's Golf Course.

10. **Permits, Taxes, Licenses:** For all uses, the CONTRACTOR shall, at his/her own expense, obtain all necessary permits, pay all license fees and taxes required to comply with all applicable Federal Laws, State Statutes and local ordinances and all fees, licenses, and taxes associated with the operation of the concession. The CONTRACTOR shall conform to all state and federal laws and rules and regulations applicable to business to be carried on under the Contract. The CONTRACTOR shall maintain a valid yearly CITY and County occupational license at its expense.

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11. **Default:** *In the event of any of the following the City may terminate this Contract for default:*

- a. If the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provision of the Contract, or
- b. If Contractor abandons or vacates the premises prior to the expiration of the term hereof, or
- c. If Contractor fails to make the payments as set forth herein and said payment is not made within 15 days after written notice is given to Contractor.

If Contractor fails to perform in accordance with any of the other terms and conditions of this Contract, and such default is not cured within 14 days after written notice is given to Contractor, the City may, at its sole option and discretion, institute such proceedings as in its opinion are necessary to cure such defaults and to compensate City for damages resulting from such defaults, including but not limited to, the right to give to Contractor a notice of termination of this Contract. If such notice is given, the term of this Contract shall terminate upon the date specified in such notice from City to Contractor. On the date so specified, Contractor shall then quit and surrender the Concession Area(s) to City.

Upon the termination of this Contract, all rights and interest of Contractor in and to the Concession Area(s) and to this Contract, and every part thereof, shall cease and terminate, and City may, in addition to all rights and remedies it may have, including but not limited to, beginning procedures to collect the Performance Bond in Section 1, 1.9, retain all sums paid to it by Contractor under this Contract. In addition to the rights set forth above, City shall have the right to pursue any and all of the following:

- a. take possession of all equipment, and other personal property of Contractor, and remove such property or any part of it and store it at Contractor's expense; and/or,
- b. the right to injunction or other similar relief available to it under Florida law against Contractor; and/or,
- c. the right to maintain any and all actions at law or suits in equity or other proper proceedings to obtain damages resulting from Contractor's default.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of, or beyond the control of the Contractor, City after setting up a new performance or delivery schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

12. **Liability:** The CONTRACTOR assumes all risks in the operation of the BEACH EQUIPMENT RENTAL CONCESSION. The CONTRACTOR agrees that it shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and agrees to indemnify and hold harmless the City and its officials and employees from any and all claims, suits, losses, damage or injury to the personal property or life and limb of whatever kind and nature arising out of the operation of the rental of beach equipment. The CONTRACTOR shall provide Five Hundred Thousand/One Million Dollars (\$500,000/\$1,000,000) General liability and Ten Thousand dollars (\$10,000) property damage insurance naming the CITY as additional insured on all policies. All

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insurance coverage and forms must first be approved by the City and the City shall be notified by the insurance carrier of any alteration or cancellation of said policy. This provision shall survive the termination of this Contract.

13. **Rights of Entry:** The City, its officers, agents, employees, representatives and Proposers shall have the right, at all reasonable times, to enter upon the premises for the purpose of inspecting and observing the performance of the CONTRACTOR, supervisors and its employees under its obligation to the City, as long as such observations do not interfere with the normal business of the concession.

14. **Termination For Convenience/Partial Termination** In the event of termination or partial termination by City of the Contract pursuant to this Subsection, Contractor hereby acknowledges and agrees that it shall not have any claim, demand, or cause of action of whatsoever kind of nature, against the City, its agents, servants and employees, including but not limited to, claims for interference in business or damages for interruption of services or interference in its concession operations for beach equipment rental.

15. **Termination by the City:** The City may terminate this Contract in either of the following circumstances:

a) If, through any cause, the CONTRACTOR shall default in its obligations under this Contract, or if the CONTRACTOR shall violate any of the provisions of this Contract, the City may upon written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to operate under this Contract. The City may take over the structures and fixtures installed pursuant to this Contract and operate the concession or retain another person to operate the concession and hold the CONTRACTOR liable for any damages caused to the City by reason of such default and termination including but not limited to any financial losses or consequential damages incurred by the City. In the event of such termination, any completed services performed by the CONTRACTOR under this Contract shall, at the option of the City, become the City's property and the CONTRACTOR shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The CONTRACTOR, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the CONTRACTOR, and the City may withhold any or all of the security deposit until such time as the amount of damages due to the City from the CONTRACTOR can be determined; or,

b) Upon ninety (90) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy; terminate the Contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the Contract is terminated for the convenience of the City, the notice of termination to the CONTRACTOR will state that the contract is being terminated for the convenience of the City and after ninety (90) days the Contract shall be null and void except for the provisions stated as surviving termination.

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c) **Termination by Contractor:** In the event of a material breach of this contract by the City, Contractor's sole exclusive remedy shall be to terminate this contract upon thirty (30) days notice or seek specific performance in the Circuit Court of Palm Beach County, Florida.

d) **Termination For Convenience/Partial Termination** In the event of termination or partial termination by City of the Contract pursuant to this Subsection, Contractor hereby acknowledges and agrees that it shall not have any claim, demand, or cause of action of whatsoever kind of nature, against the City, its agents, servants and employees, including but not limited to, claims for interference in business or damages for interruption of services or interference in its concession operations for beach equipment rental.

16. **Re-Establishment Of Services By City:** In the event that the CITY is of the opinion that it could best service its customers with direct service and would like to terminate the scope of services referenced herein and establish beach concession services as a direct service provided by the CITY, it may do so with 180 days notice to CONTRACTOR of such decision. CONTRACTOR will make all efforts to assist them. Should this situation arise, CONTRACTOR will be available to the CITY during this critical period with the intention of creating a successful transition.

17. **Non-Discrimination:** The CONTRACTOR shall for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, covenant and agree that:

a. No person on the ground of race, color, religion, national origin, sex, age or handicap shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility, except for bona fide causes allowed by law.

b. That in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the ground of race, color, religion, national origin, sex, age or handicap shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination, except for bona fide causes allowed by law.

c. It shall comply with all applicable laws relating to minority or disadvantaged CONTRACTOR.

The CONTRACTOR shall not discriminate against any employee or applicant for employment or vendor subcontractor or other person or entity needed for the provision of supplies, material or labor because of age, sex or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national origin or ancestry.

18. **Indemnification and Hold Harmless:** The Contractor agrees to protect, defend, indemnify and hold harmless the City of Lake Worth and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to be performed by the Contractor under the terms of the Contract. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. This clause shall survive termination of the Contract.

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The Contractor assumes all risk in the operation of this concession and shall be solely responsible and answerable in damages for accidents or injuries to persons or property, whether direct or indirect, arising out of the operation of this concession or arising by virtue of carelessness, negligence, or improper conduct of the Contractor or any servant, agent, or employee of the Contractor.

The Contractor shall furnish proof of Workers' Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the Contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the City as "additional insured" will be at the Contractor's expense.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Statutory Limits
Employers' Liability - \$1,000,000.00

Any firm performing work on behalf of the City of Lake Worth must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent Contractors and Contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the Contractor under the indemnity provision of the Contract.
- b. Coverage for hazards commonly referred to as "explosion, collapse and underground", exclusions – on construction Contracts only.
- c. The vendor's coverage is primary and the City's coverage is non-contributory.

Automobile Liability Insurance

Covering all owned hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person \$500,000 each occurrence
Property damage	\$100,000 each occurrence
Or combined single limit	\$1,000,000 (bodily injury and property damage combined)

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A copy of **ANY** current Certificate of Insurance should be included with your proposal.

The City shall be named as “additional insured” for both General Liability and Automobile.

Certificate holder should be addressed as follows:
City of Lake Worth
7 North Dixie Hwy
Lake Worth, FL 33460

It is agreed by and between the Contractor and the City of Lake Worth that in the event any person, firm or corporation should sustain damages not covered by the insurance furnished by the Contractor as herein provided or in excess of the limits of said insurance, then in that event, the Contractor agrees to indemnify and hold harmless the City.

19. **Professional Services Contract:** This is a Professional Services Contract and shall not be deemed a lease or franchise (either exclusive or otherwise).

20. This Contract may not be modified except by written Contract executed with equal dignity.

21. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by Certified or Registered mail, with return receipt requested, addressed to the party to whom it is intended, at the place specified as the place for giving of notice. For the present, the parties designate the following as the respective places for the giving of notice to wit:

CITY OF LAKE WORTH: City Manager
 City of Lake Worth
 7 North Dixie Hwy
 Lake Worth, FL 33460

CONTRACTOR: _____

22. **Modification:** No waiver or modification of this Contract or any covenant, condition, or limitation, contained in this Contract shall be valid unless in writing, and duly executed by all parties. No evidence of any waiver or modification shall be offered or received in evidence in an proceeding, arbitration, or litigation between the parties arising out of or affecting this Contract or the rights and obligations of the parties unless such waiver or modification is in writing and duly executed. The

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parties hereto do acknowledge and agree that time is of the essence relative to the performance of any term, condition, or covenant herein.

23. The effective date of this Contract shall be the date upon final execution of this Contract by the City.

IN WITNESS WHEREOF, the parties hereto have set their hands the day set below their signature.

CONTRACTOR

Witness:

By: _____

Date: _____

CITY

CITY OF LAKE WORTH, a municipal corporation

By: _____

Mayor

Date: _____

Approved as to form:

By: _____

City Attorney

By: _____

City Manager

Attest:

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PART I – PROPOSAL FORMAT

Proposal Identification: Indicated on the face of your sealed proposal envelope is the following:

**COMMUNITY FIREWORKS DISPLAY
OPENS MARCH 18, 2013, 3:00 p.m.
RFP #12-13-203**

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals must be received in the Purchasing Division, City of Lake Worth, 7 North Dixie Hwy, Lake Worth, FL prior to **3:00 pm on March 18, 2013**. The envelope shall be clearly marked on the exterior **“RFP #12-13-203 - PROPOSAL FOR COMMUNITY FIREWORKS DISPLAY FOR THE CITY OF LAKE WORTH, FLORIDA**

The mailing address is: City of Lake Worth
 Purchasing Division, 2nd Floor
 7 North Dixie Hwy
 Lake Worth, FL 33460

At a minimum, proposer should respond in depth to each of the following areas: Reference each issue and present in the same order as below.

1. SCOPE OF SERVICES PROPOSED: Qualified service providers shall submit a proposal to supply, transport, set-up, fire, tear down and dispose as necessary a community fireworks display for an amount not to exceed \$25,000 for 2013 and \$15,000 years 2014-2017. The proposal should include a grand finale display. The length of the display should be identified and well as the quantity type of fireworks being proposed. The show shall take place at 9:00 PM from land with areas located at the City’s Golf Course. Attendance at the event locations in 2012 was approximately 10,000-15,000. Please identify the relationship between price and length of program.

Each proposal should include an itemized list and description of all fireworks to be included in the display and any other visuals and an explanation that assists in describing the show. Services to be performed must be in compliance with all provisions of local, State and national regulations and all other applicable laws and regulations, including, without limitation, using one licensed pyrotechnic operator in connection with the handling or display of fireworks, combing the grounds for any live

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materials around the site immediately preceding the fireworks display, providing sufficient personnel at fireworks discharge site in order to ensure a safe public display, and obtaining all necessary licenses and permits.

The City will provide all concessions, entertainment, crowd control services, attendee parking and event promotion for the general public. A representative(s) from the selected firm shall be available for an introductory meeting with the City of Lake Worth and two subsequent planning meetings minimally. The US Coast Guard and FDOT require permits, documentation and meetings to organize and plan the closure of Lake Worth Bridge and roads. Attendance and filing of all necessary paperwork for permits is the responsibility of the selected firm.

It is the sole responsibility of the successful bidder to communicate, arrange, and schedule directly with all subcontractors for the entirety of the show. Any insurance requirements, fees, parking, loading/unloading and equipment/logistical needs shall be the responsibility of the successful bidder.

2. **METHODOLOGY:** A complete description of the methodology of the Proposer that would allow it to provide the services outlined in this Request for Proposals.
3. **FIRM QUALIFICATIONS:** This section of the Proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of management of a beach rental concession for similar entities will be brought to bear on the proposed work.
4. **CERTIFICATIONS:** Currently held certifications and/or licenses by proposer and staff.
5. **SAFETY:** Safety policies and procedures to insure the safety of event attendees.

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PART II - PROPOSAL FORM

SUBMITTED TO: City of Lake Worth, Purchasing Division
7 North Dixie Hwy
Lake Worth, Florida 33460

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Contract with the City of Lake Worth to perform and furnish all work as specified or indicated in the Proposal and Contract Documents, Standard Terms and Conditions and Special Terms, for the Contract price and within the Contract time indicated in the Proposal and in accordance with the other terms and conditions of the Proposal and Contract Documents.
2. Proposer accepts and hereby incorporates by reference in this Proposal Form all of the terms and conditions of the Request for Proposal and Instructions to Proposers.
3. The Proposer has become fully informed concerning the local conditions, and nature and extent of work, and has examined all Contract Documents, the beach in question and all conditions and factors effecting this proposal.
4. Proposer has given the Purchasing Agent written notice of all conflicts, errors or discrepancies that it has discovered in the Contract and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Proposer.
5. Proposer proposes to furnish all labor, services, and supervision to provide the services set forth in this Request for Proposal.
6. Proposer accepts the provisions of the Contract as to performance requirements.
7. The following documents are attached to and made as a condition to this Proposal:
 - (a) Qualifications Statement
 - (b) Ethic's Disclosure Form – Schedule "A"
 - (c) Non-Collusive Affidavit – Schedule "B"
8. The City of Lake Worth reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the City deems in its best interests or reject all bids.
9. The correct legal name of Proposer is: _____

City/State/Zip: _____

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Telephone No.: _____

Social Security No. or Federal I.D. No.: _____

10. Communications concerning this Proposal shall be addressed to:

at the following address: _____

Telephone No.: _____

Email Address: _____

Submitted on _____, 2013.

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**PROPOSAL RESPONSE PAGES -
QUESTIONNAIRE**

1. How many calendar days from award of Contract would you need prior to initiating operations?

Site A: _____ days

2. Prior Experience:

Number of years experience the proposer has had in providing similar services:

_____ years

3. List all contracts currently held for providing similar services. Provide agency name, address, telephone number, contact person and date contract expires. If services provided differs from the one presented in your proposal, please delineate such differences.
4. List clients for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, and date service was provided. If services provided differs from the one presented in your proposal, please delineate such differences.
5. List those City of Lake Worth departments with which the proposer has had contracts during the past three (3) years. Please provide name and phone number of contract administrator?

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE COULD RESULT IN REJECTION OF YOUR PROPOSAL

City of Lake Worth
Request for Proposals-Fireworks Display
RFP 12-13-203

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Kari Hansen Purchasing Agent
c/o Purchasing Division
City of Lake Worth
ADDRESS: 7 North Dixie Hwy
Lake Worth, FL 33460

CIRCLE ONE:

SUBMITTED BY: Corporation
Partnership
Individual
Other

NAME:

ADDRESS:

PRINCIPAL OFFICE:

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business: _____

2. If Proposer is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

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- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Name and address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name? _____

- a. Under what other former names has your organization operated?

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-
7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this RFP. Please attach certificate of competency and/or state registration. _____
8. Do you have a complete set of documents, including addenda?
(Y)_____ (N)_____ (if any have been furnished)
9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

10. List the pertinent experience of the key individuals of your organization (continue on additional sheets, if necessary).

11. State the name of the individual who will have personal supervision of the work:

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THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

(Signature)

State of Florida
County of _____

On this the ___ day of _____, 2013, before me, the undersigned Notary Public of the State of Florida,

personally appeared _____ and whose name(s) is/are
Subscribed

(Name(s) of individual(s) who appeared before notary)

to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or Type as Commissioned)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- DID take an oath, or DID NOT take an oath.

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OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: ____ Number of Signatures Notarized: _____

ACKNOWLEDGMENT OF BIDDER, IF AN INDIVIDUAL

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by _____ who is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____

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ACKNOWLEDGMENT OF BIDDER, IF A PARTNERSHIP

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by _____, partner on behalf _____ (name of partnership), a partnership. He/she is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____

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ACKNOWLEDGMENT OF BIDDER, IF A CORPORATION

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by _____, as _____ of _____ (Name of corporation). He/she is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____

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SCHEDULE "A"

CITY OF LAKE WORTH DISCLOSURE FORM

Applicant Seeking a City Contract

Name of Person Filing this Form: _____

Principal for whom the signatory is acting: _____

Matter before the City Commission for which this is being filed: **BEACH EQUIPMENT RENTAL CONCESSION**

Relationship of signatory to principal: _____

Pursuant to **Section 5 of Ordinance No. 2009/006, City of Lake Worth Ethics Code**, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City contract through a request for proposal, request for qualifications or sealed bids process must provide the following information:

(a) Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company):

(b) Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non actionable:

(c) Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation:

Witnesses:

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SCHEDULE "B"
CITY OF LAKE WORTH
NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in, executed and notarized by the Proposer. If the proposal is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the proposal.

STATE OF _____)
)ss
COUNTY OF _____)

_____, being first duly sworn, deposes and says that
(Type or print the name of the person who is signing below)

1. He / she is the _____
(Owner, Partner, Officer, Representative or Agent)
of the Proposer that has submitted the attached Proposal.

2. He / she is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting the Proposal;

3. Said proposal is made without any connection or common interest in the profits with any other persons making any bid or proposal for the said commodities / services. Said bid is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Lake Worth is directly or indirectly interested therein. If any relatives are employed by the City, indicate name and relationship below.

Name: _____ Relationship: _____

Company Name: _____

Proposer's Authorized Signature: _____

Subscribed and sworn before me this _____ day of _____, 2013

Notary Public

(Print, Type, or Stamp name of Notary Public)

Personally known _____ or Produced I.D. _____ Type and number of I.D. Produced:

_____ Did take an oath, or _____ Did not take an oath