



Fireworks Display

Request for Proposals # RE-20-06

General Information		
Fireworks Location	Pines Recreation Center 7400 Pines Blvd Pembroke Pines, FL 33024	See Section 1.3
Contract Term	This contract shall be for an initial two year period with one additional one-year renewal term.	See Section 1.6
Question Due Date	January 04, 2021	See Section 1.8
Proposals will be accepted until	2:00 p.m. on January 19, 2021	See Section 1.8

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020



Table of Contents

SECTION 1 - INSTRUCTIONS.....	5
1.1 NOTICE.....	5
1.1.1 VIRTUAL BID OPENING.....	5
1.2 PURPOSE.....	6
1.3 SCOPE OF WORK.....	7
1.3.1 DISPLAY REQUIREMENTS.....	7
1.4 CONTRACT TERM AND RENEWAL.....	10
1.5 PROPOSAL REQUIREMENTS	11
Title Page:	11
Table of Contents:.....	11
Letter of Interest:.....	11
1.5.1 Proposal Requirements	11
Tab 1 – Program Selection/Overall Plan (50 points):.....	12
Tab 2 – Experience and Ability (35 points) :.....	12
Tab 3 – References (10 points):.....	13
Tab 4 – Names of all Pyro-technicians:	13
Tab 5 – Other Completed Documents:	13
1.5.2 Additional Information	14
1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS	14
1.6.1 Vendor Information Form.....	14
1.6.2 Form W-9 (Rev. October 2018).....	14
1.6.3 Sworn Statement on Public Entity Crimes Form.....	14
1.6.4 Local Vendor Preference Certification	14
1.6.5 Local Business Tax Receipts	15
1.6.6 Veteran Owned Small Business Preference Certification	15
1.6.7 Equal Benefits Certification Form.....	15
1.6.8 Vendor Drug-Free Workplace Certification Form	15
1.6.9 Scrutinized Company Certification.....	15
1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION	15
1.8 TENTATIVE SCHEDULE OF EVENTS	16
1.9 SUBMISSION REQUIREMENTS	16
SECTION 2 - INSURANCE REQUIREMENTS.....	18



SECTION 3 - GENERAL TERMS & CONDITIONS.....	24
3.1 EXAMINATION OF CONTRACT DOCUMENTS	24
3.2 CONFLICT OF INSTRUCTIONS	24
3.3 ADDENDA or ADDENDUM	24
3.4 INTERPRETATIONS AND QUESTIONS	24
3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES	24
3.6 WARRANTIES FOR USAGE	25
3.7 BRAND NAMES.....	25
3.8 QUALITY.....	25
3.9 SAMPLES.....	25
3.10 DEVELOPMENT COSTS	25
3.11 PRICING.....	25
3.12 DELIVERY POINT	25
3.13 TAX EXEMPT STATUS	25
3.14 CONTRACT TIME	25
3.15 COPYRIGHT OR PATENT RIGHTS	26
3.16 PUBLIC ENTITY CRIMES	26
3.17 CONFLICT OF INTEREST	26
3.18 FACILITIES	26
3.19 ENVIRONMENTAL REGULATIONS	26
3.20 SIGNATURE REQUIRED.....	27
3.21 MANUFACTURER’S CERTIFICATION.....	27
3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL	27
3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS	27
3.24 RESERVATIONS FOR REJECTION AND AWARD.....	28
3.25 BID PROTEST	28
3.26 INDEMNIFICATION.....	28
3.27 DEFAULT PROVISION	28
3.28 ACCEPTANCE OF MATERIAL.....	29
3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT	29
3.30 SCRUTINIZED COMPANIES LIST.....	29
3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS	30
3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES....	31



3.33	CONE OF SILENCE	31
SECTION 4 - SPECIAL TERMS & CONDITIONS.....		32
4.1	OWNER’S CONTINGENCY	32

ATTACHMENTS

- Attachment A: Contact Information Form
- Attachment B: Non-Collusive Affidavit
- Attachment C: Proposer’s Qualifications Statement
- Attachment D: Sample Insurance Certificate
- Attachment E: Specimen Contract – Fireworks Display Agreement
- Attachment F: References Form
- Attachment G: Map of Location for Shooting Fireworks



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

RFP # RE-20-06 Fireworks Display

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the www.BidSync.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, January 19, 2021. Proposals must be **submitted electronically at www.BidSync.com**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

At the time of writing of this notice, Florida Governor Ron DeSantis' Executive Order No. 20-69 (extended by EO 20-150 and EO 20-179) on the Coronavirus health alert, is due to expire on September 1, 2020. If the executive order is not extended then meetings may be a combination of in-person and virtual, all as provided by law, or as otherwise entered via an executive order of the governor. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**

In addition, at the time of writing this notice, the City will not be opening up the physical location for public access as **City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic.



Bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date**.

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Bedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022
purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide fireworks display services to the City for July 4th celebrations herein referred as "Display." All qualified and experience proposers must have at least ten (10) years business experience in providing fireworks display services. The shooting site for the Display will be at the Pines Recreation Center located at 7400 Pines Blvd. The proposed fee of \$ 24,000 shall be for the Display and related items. The fee for the Display shall be all inclusive as no other charges will be paid, in accordance with the terms, conditions, and specifications contained in this solicitation.



1.3 SCOPE OF WORK

The Display is to be family-oriented with fun shapes, many different colors, and unique sequences. There should be no period of time from opening to finale where there are no fireworks in the air. The maximum altitude should not exceed 600 feet. The Display should be memorable with non-stop action.

Each Proposer must detail in their Proposal exactly what will be provided for the price of \$24,000. Start time for the Display will be 9:00 p.m. Contractors shall provide an inventory sheet of the final display with associated values to the City for final approval at least fifteen (15) days prior to the Event.

Contractor is responsible for retrieval and removal of any unexploded or defective fireworks and shall be fully responsible for any costs incurred by the City in connection with unexploded or defective fireworks.

Fireworks Location
Pines Recreation Center 7400 Pines Blvd, Pembroke Pines, FL 33024

1.3.1 DISPLAY REQUIREMENTS

The CONTRACTOR shall provide a display to include the following:

- a. The Display shall last no less than twenty-five (25) minutes. The Display shall be synchronized with patriotic instrumental music.
- b. Proposer on an annual basis shall provide a list of fireworks, shells, and special effects, required or proposed for the Display that meets the term, conditions, and specifications contained in this RFP.
- c. Provide, deliver and secure fireworks to the designated point of fire area.
- d. A minimum of two (2) pyro-technicians plus an applicable number of handlers to help set-up are required. The two (2) pyro-technicians each must have a minimum experience of ten (10) major electronically fired shows and a minimum of five (5) years certified experience in the handling, transporting and discharge of fireworks.
- e. Display shall begin promptly at 9:00 pm local time.
- f. Provide a weatherproof and fail safe means of firing the display electronically.
- g. Weatherproof and fail safe is defined as such: the electronic device provided to fire the fireworks must be able to shoot the fireworks electronically in any weather conditions deemed safe to proceed by the fireworks company and City of Pembroke Pines Fire Department whether the electronic device (firing console, panel, system) is wet, damaged, non-operational, absent or other terms used to describe the condition of the electronic device at the time set by the City of Pembroke Pines for the display to commence. Describe your back-up fail proof firing procedures.



- h. Provide cell phone communication beginning with the inventory check prior to load in of fireworks. Provide radio communications, including at a minimum radios for shooter, and designated CITY staff, for the day of the show beginning at 8:00 am, and maintain radio contact throughout the day.
- i. Provide to the designated CITY staff 15 days before the shoot, a printed, detailed, itemized, inventory shipping list of all shells shipped for the display.
- j. Prior to unloading of the shells, provide an on-site inventory check of shells with assigned CITY staff at a mutually agreed upon time but no later than 8:00 am on the day of the show. All fireworks packages shall be clearly labeled as to size, type, quantity and country of origin.
- k. Show shall include at least two special effects.

1.3.2 EQUIPMENT PRODUCTS AND SERVICES

- a. Shows shall be put on by using electrical or remote firing only.
- b. Any and all other equipment required to provide an electrically or computer fired display in accordance with RFP specifications shall be provided by the CONTRACTOR.
- c. All firework shells used must have been tested and assigned "EX" numbers by the appropriate regulatory agency.
- d. Fireworks shells shall be between three inches (3") and six inches (6") in diameter.
- e. Tails of shells shall not be counted as an additional or separate shots; however, shells with tails shall be noted.
- f. The City of Pembroke Pines Fire Marshall shall be permitted to inspect any and all fireworks to be used to determine compliance with all state and local requirements, including NFPA 1123.

1.3.3 PROPOSER AND CITY RESPONSIBILITIES

Proposer's Responsibilities

- a. Observe and comply with all of the current NFPA Code 1123, 1124 and 1126 and any changes to the code enacted during the term of the contract.
- b. File a permit application through the City of Pembroke Pines Fire Department a minimum of (30) days prior to the display.
- c. Provide to the City a copy of all applicable permits (police, fire, local, and state) at least three (3) weeks prior to the show.
- d. Provide written procedures outlining plans for delivery, set-up and discharge of display in response to variable weather at least two (2) weeks prior to show.
- e. Allow total access of Proposer operations to the City of Pembroke Pines Fire



Department at all times of the day at the shot site.

- f. Provide, deliver, and secure fireworks to the designated firing area. The area will be secured and Proposer agrees to provide, at no additional cost to the City, professional security personnel to oversee that equipment and safety is not compromised.
- g. Provide notification at least forty-eight (48) hours in advance, or if the display will be on a Sunday or Monday then notification shall be on the Friday prior to the show. Adequate time must be allowed for the Fire Inspector to do the final count and inspection to include photographs.
- h. Provide two (2) certified and experienced pyro technicians to set-up and fire display per the Qualifications requirements below.
- i. Remove all debris in the park and from the launch area that is related to the set-up and discharge of fireworks immediately after the show and once safe to do so.
- j. At the discretion of the City, attend one pre-show meeting with City Staff, Fire and other related departments in the City of Pembroke Pines at no additional cost to the City. The date and time shall be at the discretion of the City.
- k. Practice the most current and stringent industry safety standards at all times and comply with all applicable laws and regulations.

City's Responsibilities

- a. Provide a City staff member to coordinate with the Proposer and act as a representative of the City on matters not directly relating to safety or regulations.
- b. Provide a City staff member to count and inventory all shells to verify the actual number of shells delivered vs. the proposed shell count submitted in Proposer's response.
- c. Provide a City staff member to verify the shell count after the show, insuring all shells were discharged during the show.
- d. City shall provide the contractor with access to the Event's VIP area.
- e. The City shall provide sound and light systems to be used by the contractor.
- f. Provide street sweeping and cleanup of the Airport.

1.3.4 PRICE AND QUALIFICATIONS

Price of Display

- a. All of the shells should fall in the range of 3" to 6" high-grade shells with a minimum of ninety (90) - 6" shells. The CITY will not consider proposals in which the CONTRACTOR also solicits contributions from sponsors.



Display Price Adjustments

- a. If the CITY was to encounter various difficulties with contract performance such as, but not limited to:
 - Shells, which are not used because of damage, defective firing or other causes.
 - Shells fired after the conclusion of the grand finale.
 - Start of show significantly delayed by CONTRACTOR (10 minutes or more) or a time break in the show (dead air time).
- b. Bidder is to outline in his/her proposal what cost adjustments would be made to the contracted price of the show to reflect the above circumstances. Please be specific as to how adjustment(s) would be computed. If CONTRACTOR desires, CONTRACTOR may provide examples of adjustments. NOTE: If there is a delay in the show start or a break in the show due to WEATHER conditions, no adjustment will be expected for that delay or break. The CITY shall still require an adjustment for damaged or un-shot shells, even if there was a weather delay.
- c. In the event the show is completely canceled due to weather conditions, (as determined by CITY personnel) the CITY reserves the right to reschedule or to completely cancel the display. CONTRACTOR is to outline in CONTRACTOR's proposal what price, if any, CONTRACTOR may charge if show is postponed or completely cancelled due to weather conditions.

Qualifications

- a. Proposer shall have at least ten (10) years' experience with similar projects.
- b. Each Show shall require two (2) certified and experienced pyrotechnicians (Display Operator) and the appropriate number of assistants to support the show.
- c. Display Operators and assistants shall be at least twenty-one (21) years of age.
- d. Display Operators shall have experience as a Display Operator in at least five (5) shows equal to or greater than the show to be provided to the City of Pembroke Pines. Additionally, the Display Operator shall have at least ten (10) years verifiable experience with similar shows.
- e. Proposer shall provide at least three references for similar projects.

1.4 CONTRACT TERM AND RENEWAL

Contract term shall be two (2) years, renewable for one (1) additional one-year period.



1.5 PROPOSAL REQUIREMENTS

The www.bidsync.com website allows for vendors to complete, scan and upload their documents as part of the bidder's submittal on the website. Proposals should be formatted as follows:

Title Page:

List the following:

Subject: **RFP # RE-20-06 Fireworks Display**

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
 - i. Note: This contact person shall also be listed on **Attachment A: Contact Information Form**
4. Telephone Number
5. Email Address

Table of Contents:

Include a clear identification of the material included in the proposal by tab number and page number.

Letter of Interest:

Limit to two (2) pages.

1. Attach a letter of interest that explains your company's interest in working on this project, a positive commitment to perform the required work and a description of the company including:
 - a. Include the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc.
 - b. Summary of abilities and experience of the company's professional personnel (More detail to be provided in **Tab 4 - Experience and Ability**)
 - c. Recent, current, and projected workload of the firm, and availability and access to the firm's top level management personnel.

1.5.1 Proposal Requirements

Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.



Tab 1 – Program Selection/Overall Plan (50 points):

Proposers are required to provide a Technical Proposal for a Display at a price of \$24,000 for all items necessary to conduct the Show, including but not limited to permitting, fireworks, special effects, personnel. Proposer shall also provide a master list of the prices for the fireworks.

Include additional sheet containing narrative regarding cost adjustments that would be made to the contracted price of the show to reflect the circumstances described in Section 1.3.4.

Provide written procedures outlining plans for delivery, set-up and discharge of display. In addition, outline the procedures for the company's response to variable weather.

Include, at a minimum, the following information:

- total number of shells (size and count of each)
- number of shells per minute, including specialty colors (blue, white, shades of green, etc.)
- size of shell with description
- variety of shells and quality of shells
- breakdown of the duration of each shell with full detail

Make special note of shells that would make the show unique to Pembroke Pines. Note special effect shells and their effects.

NOTE: All shell measurements shall not exceed 6" in diameter and must be at least (3) inches in diameter.

The plan should also include a computer simulation. A computer simulation of the conceptual Display proposed by the proposer. Provide in an mp3 or .mov format on a CD or USB flash drive.

Tab 2 – Experience and Ability (35 points) :

Provide specific examples and details of similar contracts delivered by the Contractor. References should be from the last five years and should be capable of explaining and confirming your company's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. Details should include the following:



1. List of ongoing contracts/projects with their current status and projected termination dates

In addition, Contractor must provide the following qualifications:

- A. Proposer must be a registered pyrotechnic firm with the State of Florida Division of Corporations. Submit documentation that confirms registration
- B. Licenses: Contractor is licensed under Florida Statutes 471, 481 and 489. Submit documentation that confirms license.
- C. Proposer must have been in business for a minimum of five (5) years in pyrotechnics and fireworks displays. Submit documentation that confirms proposer has the minimum of five year's relevant experience.

Tab 3 – References (10 points):

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. Details should include the following:

1. **Attachment F: References Form**

Tab 4 – Names of all Pyro-technicians:

Provide the names of pyro-technicians that will be assigned to CITY display and a short resume of each, including number of years' experience. If you are presently unable to identify the pyro-technicians who will be assigned our display you may list those from whom our pyro-technician will be selected. List how many pyro-technicians and the names and the size of crew that will set up the show. As a reminder the contractor is required to provide a minimum of two (2) pyro-technicians plus an applicable number of handlers to help set-up as required. The two (2) pyro-technicians each must have a minimum experience of ten (10) major electronically fired shows and a minimum of ten (10) years certified experience in the handling, transporting and discharge of fireworks.

Tab 5 – Other Completed Documents:

1. Attachment B: Non-Collusive Affidavit



2. Attachment C: Proposer's Qualifications Statement

1.5.2 Additional Information

Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS

The City has implemented a new process that is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will require vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project.

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

These forms will be found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines. Please note that the BidSync website requires bidders to complete all of these qualifications prior to being able to submit questions on any bids, therefore, please make sure to complete this information as soon as possible.

The following documents can be completed prior to the bidding process through the BidSync website and do not need to be attached to your submittal as the BidSync website will automatically include it.

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Sworn Statement on Public Entity Crimes Form

1.6.4 Local Vendor Preference Certification

- a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
- b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.



- c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.

1.6.5 Local Business Tax Receipts

1.6.6 Veteran Owned Small Business Preference Certification

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

1.6.7 Equal Benefits Certification Form

1.6.8 Vendor Drug-Free Workplace Certification Form

1.6.9 Scrutinized Company Certification

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria

Criteria	Points
Program Selection/Overall Plan	50 points
Experience and Ability	35 points
References	10 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
Total Points	100 points



**Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.*

Veteran Owned Small Business (VOSB) is also used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.

All other vendors shall receive zero (0) points.

- C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	December 22, 2020
Question Due Date	January 04, 2021
Anticipated Date of Issuance for the Addenda with Questions and Answers	January 07, 2021
Proposals will be accepted until	2:00 p.m. on January 19, 2021
Proposals will be opened at	2:30 p.m. on January 19, 2021
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to City Commission award	TBD

1.9 SUBMISSION REQUIREMENTS



Bids/proposals **must be submitted electronically** at www.bidsync.com on or before 2:00 p.m. on Tuesday, January 19, 2021.

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.



CONTACT INFORMATION FORM

IN ACCORDANCE WITH “RE-20-06” titled “Fireworks Display” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: _____

STREET ADDRESS: _____

CITY, STATE & ZIP CODE: _____

PRIMARY CONTACT FOR THE PROJECT:

NAME: _____ TITLE: _____

E-MAIL: _____

TELEPHONE: _____ FAX: _____

AUTHORIZED APPROVER:

NAME: _____ TITLE: _____

E-MAIL: _____

TELEPHONE: _____ FAX: _____

SIGNATURE: _____

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.25 “Proposal Requirements” of the bid package?

Title Page	Yes_____
Table of Contents	Yes_____



Letter of Interest	Yes_____
Tab 1 – Cost Proposal	Yes_____
Tab 2 - Experience and Ability	Yes_____
Attachment K: References Form	Yes_____
Did you submit documentation confirming your registration as a pyrotechnic firm with the State of Florida?	Yes_____
Did you attach copies of any licenses, certifications, or permits held by your firm that may be applicable to the services requested within this solicitation?	Yes_____
Tab 3 – Detailed Plan	Yes_____
Tab 4 – Names of all Pyrotechnicians	Yes_____
Tab 5 - Other Completed Documents	Yes_____
1. Attachment B - Non-Collusive Affidavit	Yes_____
2. Attachment C - Proposer’s Completed Qualification Statement	Yes_____

Did you make sure to update the following documents found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes_____
Form W-9 (Rev. October 2018)	Yes_____
Sworn Statement on Public Entity Crimes Form	Yes_____
Local Vendor Preference Certification	Yes_____
Local Business Tax Receipts	Yes_____
Veteran Owned Small Business Preference Certification	Yes_____
Equal Benefits Certification Form	Yes_____
Vendor Drug-Free Workplace Certification Form	Yes_____
Scrutinized Company Certification	Yes_____



C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

Fireworks Display

Item #	Item Description	Total Cost
1)	Total to provide Fireworks Display per the specifications included in this RFP.	\$24,000

Shell Failure Discount

Item #	Size of Shell	Unit Price Per Shell
1)	3 inch shell.	Price to be Submitted Via BidSync
2)	4 inch shell	Price to be Submitted Via BidSync
3)	5 inch shell	Price to be Submitted Via BidSync
4)	6 inch shell	Price to be Submitted Via BidSync

VVVVV

7

81

SPEO

SP

WATER CANS

3 4 5

Safety barrier/electric
firing panel

6

420 ft

F

6 inch and finale will be
electrically fired.

100 ft distance
between barrier
and six inch

350 ft

-14-17 W

**CONTACT INFORMATION FORM**

IN ACCORDANCE WITH “RE-20-06” titled “Fireworks Display” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY:
STREET ADDRESS:
CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME: TITLE:
E-MAIL:
TELEPHONE: FAX:

AUTHORIZED APPROVER:

NAME: TITLE:
E-MAIL:
TELEPHONE: FAX:
SIGNATURE:

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.25 “Proposal Requirements” of the bid package?

Title Page	Yes <input type="checkbox"/>
Table of Contents	Yes <input type="checkbox"/>
Letter of Interest	Yes <input type="checkbox"/>
Tab 1 – Cost Proposal	Yes <input type="checkbox"/>
Tab 2 - Experience and Ability	Yes <input type="checkbox"/>
Attachment K: References Form	Yes <input type="checkbox"/>
Did you submit documentation confirming your registration as a pyrotechnic firm with the State of Florida?	Yes <input type="checkbox"/>
Did you attach copies of any licenses, certifications, or permits held by your firm that may be applicable to the services requested within this solicitation?	Yes <input type="checkbox"/>

Tab 3 – Detailed Plan	Yes <input type="checkbox"/>
Tab 4 – Names of all Pyrotechnicians	Yes <input type="checkbox"/>
Tab 5 - Other Completed Documents	Yes <input type="checkbox"/>
1. Attachment B - Non-Collusive Affidavit	Yes <input type="checkbox"/>
2. Attachment C - Proposer’s Completed Qualification Statement	Yes <input type="checkbox"/>

Did you make sure to update the following documents found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes <input type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input type="checkbox"/>
Local Vendor Preference Certification	Yes <input type="checkbox"/>
Local Business Tax Receipts	Yes <input type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input type="checkbox"/>
Equal Benefits Certification Form	Yes <input type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input type="checkbox"/>
Scrutinized Company Certification	Yes <input type="checkbox"/>

C) Sample Proposal Form

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Fireworks Display

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3)	5 inch shell	Price to be Submitted Via BidSync
4)	6 inch shell	Price to be Submitted Via BidSync



NON-COLLUSIVE AFFIDAVIT

BIDDER is the ,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

Title

Name of Company



PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

PROPOSER'S License Number:

(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business

State the number of years your firm has been in business under your present business name

State the number of years your firm has been in business in the work specific to this solicitation:

Names and titles of all officers, partners or individuals doing business under trade name:

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Describe the firm’s local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY 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 CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Companies providing coverage**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	<div style="border: 1px solid black; padding: 10px; text-align: center;"> Must Include General Liability </div>			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<div style="border: 1px solid black; padding: 10px; text-align: center;"> SAMPLE CERTIFICATE </div>								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$									
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE CERTIFICATE HOLDER SHALL BE ADVISED BY MAIL 30 DAYS WRITTEN LEFT.

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE

FIREWORKS DISPLAY AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND

THIS IS AN AGREEMENT ("Agreement"), dated the _____ day of _____, **2020** by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

«Vendor_Name_Upper_Case», a «Vendor_Business_Type», as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of «Vendor_Corporate_Address_Line_1», «Vendor_Corporate_Address_Line_2» (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On «Solicitation_Advertisement_Date», the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide all materials, labor, supplies and equipment necessary for a Fireworks Display at the City's Independence Day Celebration, which takes place at the Pines Recreation Center located at **7600 Pines Boulevard, Pembroke Pines, FL 33024** ("Property") as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, for the said bid entitled:

RFP # RE-20-06
"Fireworks Display"

1.2 On «**Bid_Opening_Date**», the bids were opened at the offices of the City Clerk.

1.3 On «**Commission_Award_Date**», the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to provide a Firework Display at the CITY's Independence Day Celebration as more particularly described and in accordance with the Scope of Services outlined in the specifications, RFP # RE-20-06, titled "Fireworks Display", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, any Addenda to this Agreement, and the Commission award.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR agrees and acknowledges the Parks and Recreation Director shall have sole authority to cancel, delay, or postpone the Fireworks Display in the event of and emergency, inclement weather, and/or extraordinary risk to the health and safety of any person or property within the vicinity of the Firework Display. CITY shall provide CONTRACTOR with notice of any such emergency, inclement weather, or extraordinary risk which may preclude the performance of this Agreement. If delivery and/or exhibition of the Fireworks Display is postponed by reason of inclement weather, it shall be rescheduled within ninety (90) days from the postponement. If postponed within forty-eight (48) hours of July 4, 2021, the requirements of Section 4.3, below shall apply.

2.4 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.5 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.6 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are

applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3

COMPENSATION AND METHOD OF PAYMENT

3.1 CITY agrees to compensate CONTRACTOR for services performed pursuant to the provisions of this Agreement an amount equal to TWENTY FOUR THOUSAND DOLLARS (\$24,000.000), to be paid as follows:

3.1.1 CITY agrees to compensate CONTRACTOR a deposit amount of TWELVE THOUSAND DOLLARS (\$12,000.00) upon execution of the Agreement; and

3.1.2 CITY further agrees to pay CONTRACTOR the balance of TWELVE THOUSAND DOLLARS (\$12,000.00) on July 4, 2021, the day of CITY's Independence Day Celebration and Firework Display.

3.2 Notwithstanding the foregoing, the following price adjustments shall apply if applicable:

3.2.1 **Shell Failure Discount.** There is an acceptable rate of failure in the firework industry of two percent (2%). Based on the scope of work outlined in **Exhibit "A"**, two percent equates to [TBD]. If the number of unfired shells exceeds this number, CONTRACTOR shall remit payment to CITY based on the number of failed shells at the corresponding unit price identified below:

3.2.1.1	<table><tr><th>Size of Shell</th><th>Unit Price Per Shell</th></tr><tr><td>3 inch shell</td><td>\$TBD</td></tr><tr><td>4 inch shell</td><td>\$TBD</td></tr><tr><td>5 inch shell</td><td>\$TBD</td></tr><tr><td>6 inch shell</td><td>\$TBD</td></tr></table>	Size of Shell	Unit Price Per Shell	3 inch shell	\$TBD	4 inch shell	\$TBD	5 inch shell	\$TBD	6 inch shell	\$TBD
Size of Shell	Unit Price Per Shell										
3 inch shell	\$TBD										
4 inch shell	\$TBD										
5 inch shell	\$TBD										
6 inch shell	\$TBD										

3.2.1.2 No shells will be fired after the conclusion of the Firework Display. Any unfired shells will be returned to the CONTRACTOR's storage facility after being inventoried by CONTRACTOR and CITY.

3.2.2 **CONTRACTOR Delay Discount.** If the Firework Display is delayed more than ten (10) minutes, as a result of non-performance by CONTRACTOR, CONTRACTOR shall remit payment to CITY in an amount equal to ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) for every ten (10) minutes the Firework Display is delayed.

3.3 The CITY shall not be responsible for any additional payments to CONTRACTOR unless authorized herein or identified in a written amendment signed by the parties hereto.

3.4 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

3.5 **Method of Billing and Payment.** The CITY shall, within thirty (30) days, from the date the CITY's Parks and Recreation Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Parks and Recreation Director or his/her assignees. Payment will be made to CONTRACTOR at:

«Vendor_Name»

«Vendor_Payment_Address_Line_1»

«Vendor_Payment_Address_Line_2»

ARTICLE 4 **TERM AND TERMINATION**

4.1 The Term of this Agreement shall commence upon execution by the Parties and shall terminate on July 5, 2021. This Agreement may be renewed for one (1) additional one (1) year period upon the same terms, conditions and limitations imposed hereby and upon the mutual consent, as evidenced by a written Amendment hereto.

4.2 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience by providing written notice to CONTRACTOR. In the event of termination for convenience by CITY, fourteen (14) days or more from the date of Fireworks Display, CITY shall be entitled to a refund of the TWELVE THOUSAND DOLLAR (\$12,000.00) deposit described in Section 3.1.1 herein. If CITY terminates this Agreement for convenience with less than fourteen (14) days notice from the date of Firework Display, CONTRACTOR shall be entitled to keep the deposit amount described in Section 3.1.1 herein.

4.3 **Firework Display Postponement Fee.** Notwithstanding the foregoing contained in Section 3.1 herein, if CITY reschedules the Firework Display less than forty-eight (48) hours prior to the date of the Firework Display, the CITY has ninety (90) days to re-schedule and CONTRACTOR shall be entitled to a postponement fee of THREE THOUSAND SIX HUNDRED DOLLARS (\$3,600.00), which shall be due in addition to the compensation described in Section 3.1 herein, on the newly proposed Firework Display event date.

4.4 In the event CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount.

ARTICLE 5 **CHANGES IN SCOPE OF WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in Article 2 of this Agreement. These changes will affect the compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 6

INDEMNIFICATION

6.1 CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its elected and appointed officials, agents, employees, consultants, separate contractors, and any subcontractors from and against all claims, costs, judgments, damages, including reasonable attorney's fees that directly arise from: (a) the Firework Display to the extent that such are occasioned by an act or omission of CONTRACTOR and/or its agents, employees, and subcontractors; (b) any breach of Agreement by CONTRACTOR; and (C) the failure of the CONTRACTOR to take out and maintain proper insurance as required by this Agreement. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

6.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

6.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

6.4 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 7

INSURANCE

7.1 The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by

companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 **REQUIRED INSURANCE.** CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ ☐ 7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$5,000,000
5. Products & Completed Operations Aggregate Limit - \$5,000,000

Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground.

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

✓ ☐ 7.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the

CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

- ☒ ☐ 7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- ☐ ✕ 7.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

Yes No

- ☒ ☐ 7.6.4 Umbrella/Excess Liability Insurance in the amount of \$10,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ ✕ 7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less

than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

✓ ☐

7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ✗

7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ✗

7.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

☐ ✗

7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ✗

7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any

alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ✕

7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ✕

7.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right, at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ ✕

7.6.13 Other Insurance

7.7 REQUIRED ENDORSEMENTS

- 10.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 10.7.2 Waiver of all Rights of Subrogation against the CITY.
- 10.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 10.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 10.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 10.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

7.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9

INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10

AGREEMENT SUBJECT TO FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 11

UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12

GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13 **SIGNATORY AUTHORITY**

CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 14 **BANKRUPTCY**

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 15 **MERGER; AMENDMENT**

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 16 **PUBLIC RECORDS**

16.1 The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

16.1.1 Keep and maintain public records required by the CITY to perform the service;

16.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

16.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

16.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored

electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

16.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth herein.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 17
SCRUTINIZED COMPANIES**

17.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

17.1.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, 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; or

17.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

17.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

17.1.2.2 Is engaged in business operations in Syria.

ARTICLE 18

EQUAL BENEFITS FOR EMPLOYEES

18.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that **(check only one box below)**:

- ☒ CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- ☐ CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption **(check only box below)**:
 - ☐ CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
 - ☐ CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONTRACTOR shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
 - ☐ CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
 - ☐ CONTRACTOR is a governmental agency.

18.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

18.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

18.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

18.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

ARTICLE 19

MISCELLANEOUS

19.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

19.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

19.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

19.4 **Assignments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval.

19.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance

with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR «Vendor_Contact_Title»
«Vendor_Name»
«Vendor_Physical_Contact_Address_Line_1»
«Vendor_Physical_Contact_Address_Line_2»
E-mail: «Vendor_Email»
Telephone No: «Vendor_Phone_Number»
Cell phone No: «Vendor_Cell_Number»
Facsimile No: «Vendor_Fax_Number»

19.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

19.7 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

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

19.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

19.10 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or

agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

19.11 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

19.12 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

19.13 **Protection of CITY Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

19.14 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: _____
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

«Vendor_Name_Upper_Case»

Signed By: _____
Name: _____
Title: _____

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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City/State/Zip:

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E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm’s responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

VVVVV

7

81

SPEO

SP

WATER CANS

3 4 5

Safety barrier/electric
firing panel

6

420 ft

F

6 inch and finale will be
electrically fired.

100 ft distance
between barrier
and six inch

350 ft

-14-17 W

© 2013 Google

Question and Answers for Bid #RE-20-06 - Fireworks Display

[Create New Question](#)

Question Deadline: Jan 18, 2021 8:30:00 PM EST

Overall Bid Questions

Question 1

Are there any City Special Event Fees associated with the permit process? (Submitted: Jan 20, 2021 9:06:15 AM EST)

Answer

[edit](#) 

- No (Answered: Jan 20, 2021 9:06:19 AM EST)

Add to Answer:

Question 2

Will the sound system, (reinforcement) be provided by the City or your media partner or on-site DJ or sound booth? (Submitted: Jan 20, 2021 9:06:35 AM EST)

Answer


[edit](#) 

- Yes (Answered: Jan 20, 2021 9:06:41 AM EST)

Add to Answer:

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

[Vendor view of bid](#)
[Chat](#) | [Bid Comments](#) | [Documents](#) | [Attachments](#) | [Items](#) | [Addendums](#)
Bid #RE-20-06 - Fireworks Display    

Time Left	Bid has ended.		
Bid Started	Dec 22, 2020 6:23:12 PM EST	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Feb 2, 2021 2:00:00 PM EST	# of suppliers that viewed	22  (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	Q & A	Questions & Answers Questions: 2 Q&A Deadline: Jan 18, 2021 8:30:00 PM EST
Bid Classifications	Classification Codes		
Required Vendor Qualifications	PP-SWORN, PP-LOCAL, PP-VOSB, PP-DRUGFREE, PP-SCRUTINIZED, PP-W9, PP-VENDORINFO, PP-EQUAL, PP-LBTR		
Bid Regions	Regions		
Bid Contact	see contact information		
Copy Bid	Click here to copy the bid and relist it as a new bid		
View Rules	Click here to change the rules for this bid.		
Best and Final Offer:	Create		

Approval

View Approval Flow [View Approval Flow](#)

Approval Status Approved

Bid Comments

Contract Duration One Time Purchase

Contract Renewal Not Applicable

Prices Good for 90 days

Budgeted Amount \$0.00 [\(change\)](#)

Standard Disclaimer Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.

Bid Comments The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide fireworks display services to the City for July 4th celebrations herein referred as "Display." All qualified and experience proposers must have at least ten (10) years business experience in

providing fireworks display services. The shooting site for the Display will be at the Pines Recreation Center located at 7400 Pines Blvd. The proposed fee of \$ 24,000 shall be for the Display and related items. The fee for the Display shall be all inclusive as no other charges will be paid.

Documents

Select All | Select None | Download Selected

- ☐ 1.  [RE-20-06 Fireworks Display.pdf](#) [\[download\]](#)
- ☐ 3.  [Attachment B - Non-Collusive Affidavit](#) [\[download\]](#)
- ☐ 5.  [Attachment D - Sample Insurance Certificate.pdf](#) [\[download\]](#)
- ☐ 7.  [Attachment F - References Form](#) [\[download\]](#)
- ☐ 2.  [Attachment A - Contact Information Form.docx](#) [\[download\]](#)
- ☐ 4.  [Attachment C - Proposers Qualifications Statement](#) [\[download\]](#)
- ☐ 6.  [Attachment E - Fireworks Display Service Agreement.pdf](#) [\[download\]](#)
- ☐ 8.  [Attachment G - Map of Location for Shooting Fireworks.pdf](#) [\[download\]](#)

 = Included in Bid Packet  = Excluded from Bid Packet

Items

Item	Title	Offers	
RE-20-06--01-01	3-Inch Shell	Y	Info
RE-20-06--01-02	4-Inch Shell	Y	Info
RE-20-06--01-03	5-Inch Shell	Y	Info
RE-20-06--01-04	6-Inch Shell	Y	Info

Addendum #1 - Made On Dec 28, 2020 7:50:05 AM EST

New Documents Attachment E - Fireworks Display Service Agreement.pdf

Change Made On Jan 4, 2021 9:37:28 AM EST

Previous End Date	Jan 19, 2021 2:00:00 PM EST	New End Date	Feb 2, 2021 2:00:00 PM EST
Previous Q & A End Date	Jan 4, 2021 8:30:00 PM EST	New Q & A End Date	Jan 18, 2021 8:30:00 PM EST

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