VILLAGE OF KEY BISCAYNE

Office of the Village Manager

MEMORANDUM

Village Council
Franklin H. Caplan, *Mayor*
Michael E. Kelly, *Vice Mayor*
Michael W. Davey
Enrique Garcia
Robert Gusman
Mayra P. Lindsay
James S. Taintor

Village Manager
John C. Gilbert

DATE: April 10th, 2012

TO: Honorable Mayor and Members of the Village Council

FROM: John C. Gilbert, Village Manager

RE: Fourth of July Fireworks Agreement Approval

RECOMMENDATION

It is recommended that the Village Council approve the Resolution approving the agreement with Grucci, Inc. to perform the services required to produce the Village's Fourth of July fireworks display.

BACKGROUND

On November 8th, 2011, the Village Council approved a motion authorizing the Village Manager to issue the Key Biscayne Fireworks Request for Proposals (RFP). The Village formally issued the RFP on November 21st, 2012 with the proposals due and opened on January 20th, 2012 at 2:00 PM.

On February 7th, 2012 the Village Council approved a Resolution selecting Grucci, Inc. and authorizing to negotiate the final terms of an agreement and authorizing the Village Attorney to draft an agreement and do all things necessary to accomplish the completion of an agreement.

The Village Attorney negotiated this agreement with Danielle J. Butler, the Maritime Lawyer representing Grucci, Inc. The representatives worked to structure an agreement that best insure that the Village of Key Biscayne fireworks display would take place at the scheduled time. Grucci agrees to have the barge, serving as the fireworks platform, relocated out of the Miami River no later than 7:00 p.m. the day prior to the Fireworks Display. However, it is expressly understood by the Village that Grucci shall not be liable for any unforeseen blockages to the barge and tug's navigation, US Coast Guard and/or governmental interference or inclement weather that would prevent the barge from being relocated no later than 7:00 p.m. the day prior to the Fireworks Display. The barge shall be anchored or held under tow as per U.S. Coast Guard regulations for the fireworks display. Further, a safety boat shall be provided by Grucci's independent contractor as part of the Barge and Tow Services for security of the marine safety zone in the vicinity of the barge. In addition, Grucci's failure to commence the fireworks display promptly at 9:00 p.m. on the display date shall be an uncurable Grucci event of default entitling the Village to liquidated damages in the amount of $10,529.

The term of this agreement is one year and shall expire on July 25th, 2012, unless extended by both parties.

RESOLUTION NO. 2012-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AN AGREEMENT WITH GRUCCI, INC FOR THE ORGANIZING, PRODUCING, MANAGING, STAGING AND PROVIDING OF THE VILLAGE'S JULY 4TH FIREWORKS DISPLAY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Manager, in accordance with Section 2-82 of the Village Code of Ordinances, recently sought proposals for professional services for organizing, producing, managing, staging and providing the Village's July 4th Fireworks Display (the "Fireworks Display"); and

WHEREAS, Grucci Inc. (the "Grucci") responded to the Village's request for proposals and submitted a proposal for the Fireworks Display (the "Proposal"); and

WHEREAS, after review and consideration of the Proposal, the Village Council desires to enter into an agreement with Grucci consistent with the Proposal for the Fireworks Display; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Agreement Approved.** The Village Council hereby approves the agreement, attached hereto as Exhibit "A," with Grucci for the Fireworks Display.

Section 3. **Village Manager Authorized.** The Village Manager is hereby authorized to execute the agreement, attached hereto as Exhibit "A," with Grucci for the Fireworks Display, subject to the approval of the Village Attorney as to form and legal sufficiency.

Section 4. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of ____, 2012.

_____
MAYOR FRANKLIN H. CAPLAN

ATTEST:

_____
CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

Exhibit A

VILLAGE OF KEY BISCAYNE
AGREEMENT FOR PROFESSIONAL SERVICES
FIREWORKS DISPLAY

THIS AGREEMENT (this "Agreement"), is made and entered into as of this _____ day of April, 2012 (the "Effective Date"), by and between the VILLAGE OF KEY BISCAYNE (the "VILLAGE") and FIREWORKS BY GRUCCI, INC., a New York corporation authorized to do business in Florida ("GRUCCI").

RECITALS:

The VILLAGE desires to engage GRUCCI to perform certain professional services consisting of organizing, producing, managing, staging and providing the July 4th Fireworks Display (the "Fireworks Display") for the VILLAGE's 2012 July 4th celebration, as more particularly described herein and in that certain Request for Proposals ("RFP") issued by the VILLAGE, dated November 15, 2011, a copy of which is attached hereto and incorporated herein by this reference as Schedule "1" to this Agreement.

GRUCCI desires to provide the Fireworks Display in accordance with the specifications set forth in Section 3.2 of the RFP (the "Scope of Services") for and on behalf of the VILLAGE.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. <u>SCOPE OF SERVICES</u>

A. GRUCCI agrees to provide the Fireworks Display in accordance with the terms, specifications and conditions of both the RFP and this Agreement for the July 4, 2012 Fireworks Display which shall include a minimum twenty-eight (28) minute synchronized pyrotechnical and music fireworks performance to be launched from a marine barge in the approximate location

depicted in Attachment "A" to the RFP with the quantity and quality of shells and other types of fireworks as described in the RFP.

B. GRUCCI shall utilize its special skills, and shall expend all necessary efforts to competently and professionally complete all tasks of the Fireworks Display, so that the Fireworks Display is successfully, timely and safely provided. GRUCCI shall provide all necessary materials, equipment, personnel and services for the Fireworks Display including, but not limited to, all fireworks technicians, fireworks, music as well as a barge to serve as the Fireworks Display platform and all necessary barge towing and related marine services (the "Tug and Barge Services"). In addition, GRUCCI shall be responsible for obtaining any and all necessary governmental permits and approvals in connection with its providing of the Fireworks Display and providing the Tug and Barge Services. The VILLAGE shall cooperate with GRUCCI, at GRUCCI's expense, in obtaining all necessary governmental permits and approvals for the Fireworks Display. Any VILLAGE permit fees shall be waived. GRUCCI promises and agrees that all set up and staging for the Fireworks Display shall be completed no later than 5:00 p.m. of the day of the Fireworks Display. GRUCCI agrees to have the barge, serving as the fireworks platform, relocated out of the Miami River no later than 7:00 p.m. the day prior to the Fireworks Display. However, it is expressly understood by the VILLAGE that GRUCCI shall not be liable for any unforeseen blockages to the barge and tug's navigation, US Coast Guard and/or governmental interference or inclement weather that would prevent the barge from being relocated no later than 7:00 p.m. the day prior to the Fireworks Display. It is further expressly understood and agreed that GRUCCI shall promptly commence the Fireworks Display at 9:00 P.M. on the day of performance.

2. FEES FOR SERVICES

A. As full compensation for satisfactory performance of the Scope of Services, GRUCCI agrees to charge and shall be paid by the VILLAGE the following fee (the "Contract Price"):

Date of Fireworks Display	Total Fireworks Display Contract Price
July 4, 2012	$105,290.00

B. Payment for the July 4, 2012 Fireworks Display shall be paid by the VILLAGE, as follows:

(i) A fifty (50%) percent deposit of the Contract Price shall be due and payable on or before April 15, 2012; and

(ii) An additional twenty five (25%) partial payment of the applicable Contact Price shall be due and payable on or before June 1, 2012; and

(ii) The remaining balance of the Contract Price shall be due and payable on or before July 5, 2012.

C. GRUCCI has included a charge of $28,500 in the Contract Price for Tug and Barge Service costs. GRUCCI represents that in the event that the total Tug and Barge Service costs to be paid by GRUCCI are less than $28,500, the VILLAGE shall be entitled to receive a refund of any such savings. However, in no event shall the VILLAGE be liable for any excess Tug and Barge Service costs which are incurred by GRUCCI over and above the aforesaid $28,500.00.

3. TERM

A. The term of this Agreement shall commence upon the Effective Date and shall expire on July 25, 2012, unless extended by the parties or earlier terminated in accordance with the terms of this Agreement.

B. The VILLAGE, by written notice to GRUCCI, given on or before the anniversary of the Effective Date for the years 2013, 2014 and 2015 (each, an "Option Year") may elect to extend

the term of this Agreement and require GRUCCI to perform a Fireworks Display upon the same terms and conditions as set forth herein for each such Option Year, with the applicable dates provided under this Agreement to be adjusted accordingly in order to correspond to the applicable Option Year. The total Fireworks Display Contract Price for each of the Option Years shall be as follows:

Date of Fireworks Display	**Total Fireworks Display Contract Price**
July 4, 2013	$109,500.00
July 4, 2014	$113,880.00
July 4, 2015	$118,435.00

4. RECORDS

All Firework Display program plans that result from GRUCCI providing the Specified Services shall be the property of the VILLAGE for use by the VILLAGE for its 4th of July celebration. Upon termination of this Agreement or upon request by the VILLAGE during the term of this Agreement, any and all such plans shall be delivered to the VILLAGE by GRUCCI.

5. INSURANCE

A. GRUCCI shall carry at all times all insurance coverages in the minimum amounts and types of insurance as specified in Section 2.11 of the RFP including comprehensive general liability and contractual liability insurance; workers' compensation; automotive liability insurance; any insurance required by the U.S. Longshoreman's and Harbor Workers Act; and the Jones Act. The dollar amount of workers' compensation coverage (if applicable) and for any insurance required by the U.S. Longshoreman's and Harbor Workers Act and the Jones Act, shall be as provided by applicable law. All required liability insurance policies may have a deductible of up to Two Thousand Five Hundred ($2,500.00) Dollars per claim, unless prohibited by law. The VILLAGE shall be named as an additional insured on all of the above referenced insurance policies, to the

extent permitted by law. Each insurance policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the VILLAGE at least 30 days prior to the effective date of cancellation or reduction of coverage. A Certificate of Insurance reflecting coverage in strict compliance with the RFP and this paragraph shall be provided by GRUCCI to the VILLAGE upon execution of this Agreement, for review and approval by VILLAGE's risk management consultant and shall be kept current by GRUCCI throughout the term of this Agreement. GRUCCI shall require all of its subcontractors, including Barge and Tow Service providers to maintain the pertinent policies and amounts of insurance specified in the RFP and herein, unless such insurance is directly maintained by GRUCCI for the purposes of covering GRUCCI and its subcontractors' activities and operations hereunder.

B. GRUCCI shall indemnify and hold harmless the VILLAGE, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of GRUCCI and persons employed or utilized by GRUCCI in the performance of the Fireworks Display. This provision shall survive the expiration or termination of this Agreement.

6. ASSIGNMENT

This Agreement shall not be assignable by GRUCCI or by the VILLAGE.

7. PROHIBITION AGAINST CONTINGENT FEES

GRUCCI warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for GRUCCI, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for GRUCCI any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

8. TERMINATION

A. GRUCCI Event of Default. Subject to the limitations found within this Agreement, failure by GRUCCI to fulfill any of its obligations in accordance with this Agreement shall constitute a "GRUCCI Event of Default". If a GRUCCI Event of Default should occur, VILLAGE shall have all of the following rights and remedies which it may exercise singly or in combination:

(a) The right to declare that this Agreement together with all rights granted to GRUCCI hereunder terminated, effective upon such date as is designated by the VILLAGE; provided, however, that an Event of Default shall be defined to consist of a default that shall occur by the default in performance of any of the covenants and conditions required herein to be kept and performed by GRUCCI and such default continues for a period of fifteen (15) days after receipt of written notice from the VILLAGE of said default; provided that (1) if the nature of the default is such that it cannot be cured in a period of fifteen (15) days from the date of the default; and (2) GRUCCI shall commence good faith efforts to cure such default no later than fifteen (15) days after such notice; and (3) such efforts are prosecuted to completion, to the VILLAGE'S reasonable satisfaction, then it shall be deemed that no GRUCCI Event of Default shall have occurred under the provisions of this paragraph.

(b) Subject to Article 8(C) of this Agreement, GRUCCI's failure to commence the Fireworks Display promptly at 9:00 p.m. on the Display Date shall be an uncurable GRUCCI Event of Default entitling VILLAGE to liquidated damages in the amount of $10,529.

(c) Any and all rights provided under the laws of the State of Florida.

B. **VILLAGE Event of Default**. Subject to the limitations found within this Agreement, the failure by the VILLAGE to substantially fulfill any of its material obligations in accordance with this Agreement, shall constitute a "VILLAGE Event of Default". If a VILLAGE Event of Default should occur, GRUCCI shall have the following rights and remedies which it may exercise singly or in combination:

(a) The right to declare that this Agreement together with all rights granted to the VILLAGE hereunder are terminated, effective upon such date as designated by GRUCCI; provided, however, that an Event of Default shall be defined to consist of a default that shall occur by the default in performance of any of the covenants and conditions required herein to be kept and performed by the VILLAGE and such default continues for a period of fifteen (15) days after receipt of written notice from GRUCCI of said default; provided that (1) if the nature of the default is such that it cannot be cured in a period of fifteen (15) days from the date of the default; and (2) the VILLAGE shall commence good faith efforts to cure such default, no later than fifteen (15) days after such notice; and (3) such efforts are diligently prosecuted to completion to GRUCCI's reasonable satisfaction, then it shall be deemed that no VILLAGE Event of Default shall have occurred under the provisions of this paragraph.

(b) Any and all rights provided under the laws of the State of Florida.

C. **Force Majeure**. Neither the VILLAGE or GRUCCI shall be in default or liable for any type of damages under this Agreement for any Force Majeure event. A Force Majeure Event is any such unforeseen act or event this is beyond the reasonable control of a party that prevents the VILLAGE or GRUCCI from performing and is not the fault of the VILLAGE or GRUCCI; and in

addition a Force Majeure Event is also defined as war, government intervention, un-navigable waterways, strikes, inclement weather, fire, explosions, civil disturbance, act of God or the public enemy, military action, terrorist act, unforeseeable or unpreventable lack of materials or equipment.

9. NONEXCLUSIVE AGREEMENT

The services to be provided by GRUCCI pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the VILLAGE from engaging other firms to perform the same or similar services for the benefit of the VILLAGE within the VILLAGE's sole and absolute discretion.

10. ENTIRE AGREEMENT

The parties hereby agree that the RFP together with this Agreement constitute the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The VILLAGE Manager shall act for the VILLAGE hereunder.

11. WARRANTIES OF GRUCCI

GRUCCI hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Scope of Services for the VILLAGE as an independent contractor of the VILLAGE.

12. NOTICES

All notices and communications to the VILLAGE or GRUCCI shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail (return receipt requested) or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

VILLAGE:	John C. Gilbert Village Manager Village of Key Biscayne 88 West McIntyre Street Key Biscayne, FL 33149
With a copy to:	Village Attorney c/o Weiss Serota Helfman Pastoriza Cole & Boniske, P.A. 2525 Ponce De Leon Boulevard Suite 700 Miami, Florida 33134
GRUCCI:	Attention: Scott Cooper Fireworks by GRUCCI, Inc. One Grucci Lane Brookhaven, NY 11719

13. MISCELLANEOUS

A. **Crediting.** The VILLAGE agrees to credit GRUCCI in the Fireworks Display event programs, invitations, press releases, advertising or promotion copy which is within VILLAGE's authority and control.

B. **Reschedule Date.** If the applicable Fireworks Display needs to be rescheduled for inclement weather or any other cause which is beyond the reasonable control of either of the parties, GRUCCI shall, if requested by the VILLAGE Manager, reserve July 5, 2012 (and the July 5th of each applicable Option Year) for such purpose in consideration for a supplemental fee ("Rescheduled Date Fee") in the amount of fifteen (15%) percent of the Contract Price specified above. The Rescheduled Date Fee shall be paid by the VILLAGE at the time that the rescheduled Fireworks Display is conducted.

C. **Music.** The VILLAGE and GRUCCI agree that the music selection to be utilized for the Fireworks Display shall be finalized on or before May 21, 2012 (and the May 21st of each applicable Option Year). In the event that the parties fail to timely confer and finalize the

music selection, GRUCCI shall use a format consisting of well recognized American patriotic music.

D. **Barge and Tow Services.** GRUCCI agrees to retain as subcontractors of GRUCCI, all Barge and Tug Service providers and to provide all necessary administration, management and oversight for said Barge and Tug Services, so as to accomplish the Fireworks Display in accordance with the terms of the RFP and this Agreement. GRUCCI agrees to have the barge, serving as the fireworks platform, relocated out of the Miami River no later than 7:00 p.m. the day prior to the Fireworks Display. However, it is expressly understood by the VILLAGE that GRUCCI shall not be liable for any unforeseen blockages to the barge and tug's navigation, US Coast Guard and/or governmental interference or inclement weather that would prevent the barge from being relocated no later than 7:00 p.m. the day prior to the Fireworks Display. The barge shall be anchored or held under tow as per U.S. Coast Guard regulations for the Fireworks Display. Further, a safety boat shall be provided by GRUCCI's independent contractor as part of the Barge and Tow Services for security of the marine safety zone in the vicinity of the barge. Prior to June 1, 2012 (and the June 1st of each applicable Option Year), GRUCCI shall provide to the VILLAGE Fire Chief a specific plan of operation concerning the utilization and deployment of the Barge and Tug Services, for review and approval by the Fire Chief. This shall not replace any applicable review by the U.S. Coast Guard or other governmental entities having jurisdiction.

E. **Weather Problems.** The VILLAGE recognizes that GRUCCI shall not be responsible or in default for any weather or atmospheric conditions that may interfere with the Fireworks Display performance or with the aesthetic quality of the fireworks.

F. **Disruption of Show.** In the event that the Fireworks Display is cancelled by the VILLAGE prior to commencing the applicable Fireworks Display or is terminated by the

VILLAGE or GRUCCI before completion due to weather conditions or to other unforeseen conditions, which are not within the reasonable control of the parties, which render it impossible or unsafe to complete the Fireworks Display, the VILLAGE shall upon request be entitled to a refund from GRUCCI in an amount which represents the fair market value of the unused fireworks. The refund shall be made within thirty (30) days of the VILLAGE's request. This subparagraph (F) shall not apply if the Fireworks Display is rescheduled by agreement of the parties.

G. **Conflict.** In the event of any conflict between the terms of this Agreement and the RFP, the terms of this Agreement shall control.

14. GOVERNING LAW; LITIGATION

This Agreement shall be construed in accordance with the laws of the State of Florida and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida. Each party hereby knowingly, voluntarily and intentionally waives any right they may have to a trial by jury in respect of any litigation based upon this Agreement the RFP or arising out of, under or in connection with any other agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. This provision is a material inducement for the parties entering into this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

GRUCCI:

FIREWORKS BY GRUCCI, INC.
One Grucci Lane
Brookhaven, NY 11719

By:_____
Donna Grucci Butler
Title: President

Attest: _____
Corporate Secretary
(Affix Seal)

VILLAGE:

VILLAGE OF KEY BISCAYNE
88 West McIntyre Street
Key Biscayne, FL 33149

By:_____
John C. Gilbert
Village Manager

Attest:_____
Village Clerk

Approved as to Form and Legal Sufficiency:

_____
Village Attorney

SCHEDULE "1"

REQUEST FOR PROPOSALS

VILLAGE OF KEY BISCAYNE

REQUEST FOR PROPOSALS (RFP)

RFP JULY 4TH FIREWORKS DISPLAY

ISSUE DATE: November 21, 2011

PROPOSAL OPENING DATE: January 20, 2012

PROPOSAL OPENING TIME: 2:00 P.M.

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REQUEST FOR PROPOSALS (RFP)
JULY 4TH FIREWORKS DISPLAY

GENERAL INFORMATION

A. SCOPE OF SERVICES:

The Village of Key Biscayne, Florida, (Village) is requesting sealed Proposals from qualified firms to provide professional fireworks display services to provide a synchronized pyrotechnical and music fireworks display for the Village's July 4th celebration (the "Fireworks Display" or "Services"), with full services including all costs, labor, materials, delivery, set-up, staging permitting, clean-up, and interfacing with all appropriate authorities, including the Fire Rescue and Police Departments.

B. PROPOSAL DUE DATE:

Sealed Proposals will be received at the Office of the Village Clerk, Village of Key Biscayne, 88 West McIntyre Street, Key Biscayne, FL 33149, until **2:00 p.m.** on **Friday, January 20, 2012** (the "Submission Deadline"), at which time all Proposals will be publicly opened.

Proposals must be received in the Office of the Village Clerk by the Submission Deadline and time indicated. Proposals shall be publicly opened immediately after closing of proposal Submission Deadline at the Village of Key Biscayne, 88 West McIntyre Street, Key Biscayne, FL 33149.

Proposals must be addressed and delivered to:

RFP July 4th Fireworks Display
Office of the Village Clerk
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149

C. Questions concerning this RFP should be directed in writing or email to:

Todd Hofferberth, Recreation Director
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149
Email: thofferberth@keybiscayne.fl.gov

Material issues that are brought to the attention of the Village will be responded to in writing via Addenda issued to this RFP with copies provided or made available to all firms who have received copies of the RFP.

D. **In order to facilitate review of the proposals, each proposer <u>must</u> submit one (1) original, plus ten (10) additional copies, of the proposal in response to this RFP, on or before the Submission Deadline indicated herein.**

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A PROPOSAL TO THE OFFICE OF THE VILLAGE CLERK ON OR BEFORE THE SUBMISSION DEADLINE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE VILLAGE IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE SUBMISSION DEADLINE STATED IN THIS RFP WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-delivered Proposals may be delivered to the above address during the Village's regular business hours, Monday through Friday, excluding holidays observed by the Village, but not beyond the Submission Deadline. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer label or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to bind the Proposer and enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the Village as constituting an offer by the Proposer to perform the required Services, upon the terms and at the price stated by the Proposer.

E. <u>ACRONYMS/DEFINITIONS</u>

For the purposes of this RFP, the following acronyms/definitions will be used:

Agreement	Shall refer to the Fireworks Display Agreement that may result from this Request for Proposals.
Contractor	The organization(s)/individual(s) that is awarded and has an approved Agreement with the Village for the Services identified in this RFP.
Village /Owner	Shall refer to the Village of Key Biscayne, Florida or its designated representative, as applicable.
Council	The term Council as used throughout this document will mean the Village Council of the Village of Key Biscayne, Florida.
Submission Deadline	Shall refer to the due date and time listed in this RFP for the submittal of proposals to the Village.
Evaluation Committee	An advisory committee comprised solely of representatives of the Village established by the Village Manager to evaluate

	proposals submitted in response to the RFP, score the proposals and recommend a Proposer(s).
May	Indicates something that is not mandatory but permissible.
Proposal	Shall refer to any offer(s) submitted in response to this Request for Proposal.
Proposer	Shall refer to anyone submitting a Proposal in response to the Request for Proposal.
Successful Proposer	Shall refer to the Proposer receiving an award as a result of this Request for Proposal.
Request for Proposal, RFQ	Shall mean this Request for Proposal including all Exhibits and Attachments as approved by the Village and addenda, amendments or change orders issued by the Village.
Responsible Proposer	A proposer who has the capability in all respects to fully perform the Services requested in this RFP and the Agreement requirements and the integrity and reliability that will assure good faith performance.
Responsive Proposal	A proposal or reply submitted by a responsive and responsible proposer that conforms in all material respects to this RFP.
Services, Project or Engagement	Shall refer to all matters and Services that will be required to be done by the Successful Proposer in accordance with the Scope of Services and the Terms and Conditions of this RFP.
Shall/Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a proposal as non-responsive.
Should	Indicate something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the Village may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information. Failure to provide the information after demand will result in rejection.
Sub-Contractor & Sub-Consultant	Shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Services to the Village, whether directly or indirectly, on behalf of the Successful Proposer.

SECTION 1

REQUEST FOR PROPOSALS

SUBJECT: July 4th Fireworks Display

OPENING DATE & TIME: **Friday, January 20, 2012 @ 2:00 p.m.**

SUBMIT TO: Office of the Village Clerk
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149

RFP July 4th Fireworks Display

Proposals shall be received by the Village no later than **Friday, January 20, 2012** at **2:00 p.m.** and be clearly marked "RFP July 4th Fireworks Display" on the outside of the envelope.

1.1 INTENT.

The Village of Key Biscayne, Florida (Village) is inviting the submission of proposals from qualified firms to submit a proposal for professional fireworks display services for the Village's July 4th celebration. A more complete Scope of Services is included under Section 3 of the Special Conditions of this proposal.

1.2 AGREEMENT PERIOD.

The initial Agreement shall be for the period covering July 4th, 2012, with an option by the Village, in its sole and absolute discretion, to extend for three (3) additional July 4th periods, upon mutual agreement of both parties.

1.3 PROPOSAL REQUIREMENTS.

Proposals must be submitted on 8.5" x 11" sheets and include one (1) original and ten (10) copies of the following complete proposal forms numbered accordingly including Attachments, as follows:

A. Proposal Form.

B. Proposer's Certification.

C. No Bid or Proposal Response.

D. Reference List. Identify five (5) agencies served and provide contact name and information of the individual at the respective agency who was responsible for project coordination.

E. Proposer's Qualifications. Include name, function, and qualifications of personnel in the organization who will be involved in this Project. Please note, to receive further consideration, the contact person assigned to this Project must, within the past five (5) years, have conducted or been solely responsible for providing fireworks displays in a similar environment. Proposers should also include qualifications of pyrotechnicians, including but not limited to: firm's history; number of years in business; quantity of annual fireworks displays; insurance rating; safety record; local availability of key personnel; demonstrated ability to cooperate with local fire and police agencies and to comply with all applicable laws and regulations; ability to safely transport, set up, shoot; and dispose of all explosive materials.

F. Price Proposal Form with proposed fee for Fireworks Display Services.

G. Indemnification Clause.

H. Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Public Entity Crimes.

I. Business Entity Affidavit.

J. Drug-Free Workplace Affidavit.

K. Anti-Kickback Affidavit.

L. Non-Collusive Affidavit.

M. Examples of Fireworks Displays. Provide examples of at least fifteen (15) fireworks displays that the firm has worked on in the last three (3) years, including experience in providing musically synchronized and accompanied Fireworks Displays.

N. Approach to Providing Fireworks Display Provide a complete detailed arrayal (including approximate duration of each segment of display) of aerial shells to be included in the Fireworks Display for a world class show of a minimum of twenty eight (28) minutes duration. The detailed arrayal shall include a detailed description of the opening barrage, the body of the show, and the grand finale, including the finale barrage. Specialty shells, domestic and imported shells, methods of shooting, detonation methods, storage methods, mortar construction, number of employees to be utilized, and all other relative information should be included.

O. Provide any additional information that highlights experience or expertise, which is relevant and directly applicable to this RFP.

P. Insurance Certificates. General liability, workers compensation, automobile liability insurance, and professional liability insurance certificates as required in this RFP.

The Village provided Proposal Forms shall be completed, signed, notarized and certified as to authorization.

1.4 VILLAGE'S RIGHTS.

The Village reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities and to request new proposals on the required materials or services. The Village Council shall make the final determination and award of proposal(s).

All materials submitted in response to this Request for Proposals become the property of the Village and will be returned only at the option of the Village. The Village has the right to use any or all ideas presented in any response to the RFP, whether amended or not, and selection or rejection of the Proposal does not affect this right.

1.5 PUBLIC ENTITY CRIME/DISQUALIFICATION.

Pursuant to Section 287.133(3)(a), Florida Statute, all proposers are advised as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

END OF SECTION 1

SECTION 2

GENERAL CONDITIONS

INTRODUCTION

All proposals must conform to the following terms and conditions.

2.1 PURPOSE OF PROPOSAL.

The Village of Key Biscayne, Florida (Village) requests proposals from qualified firms to submit a proposal for professional fireworks display services for the Village's July 4th celebration.

The Village intends to secure a source of supply(s) for the Services needed at the most responsive and responsible proposal. The Village reserves the right to award the proposal considered to best serve the Village's interests.

Any questions concerning the proposal specifications or any required need for clarification should be made in writing at least seven (7) days prior to the Submission Deadline. No plea of ignorance or delay or required need of additional information shall exempt a proposer from submitting his proposal by the Submission Deadline.

In the event of any conflicts between provisions contained in the General Conditions and Special Conditions, the provisions contained in the Special Conditions shall govern and prevail.

2.2 SUBMISSION OF PROPOSALS.

Proposers must use the proposal form(s) furnished by the Village with this RFP, as well as provide any information requested by this RFP. Failure to do so may cause the proposal to be rejected. Removal of any part of the proposal may invalidate the proposal.

Proposer warrants that the terms and conditions quoted in the proposal will be firm for a period of one hundred twenty (120) days from the date of the proposal opening unless otherwise stated by the Village. Incomplete, unresponsive, irresponsible, vague, ambiguous responses to this RFP will be just cause for rejection, as determined by the Village.

Proposals having an erasure or corrections must be initialed by the proposer in ink. Proposals shall be signed in ink. All quotations shall be typewritten or filled in with ink.

2.3 PUBLIC RECORDS; CONFIDENTIALITY.

Proposers are hereby notified that all information submitted as part of or in support of proposals submitted pursuant to this RFP are public records subject to public disclosure in accordance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law". If there is any apparent conflict between Florida's Public Records Law and this RFP, the Florida Law will govern and prevail.

All proposals submitted in response to this RFP shall become the property of the Village. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the Village reserves the right to utilize any or all information, ideas, conceptions, or portions of any proposal in its best interest. Acceptance or rejection of any proposal shall not nullify the Village's rights hereunder.

2.4 DELIVERY.

All materials and goods in connection with the Services shall be delivered F.O.B. destination (i.e., at a specific Village address), and delivery costs and charges (if any) will be included in the proposal price. Exceptions should be noted.

2.5 TAXES.

Proposer should not include taxes in proposal prices.

2.6 MATERIALS.

Acceptance of any materials delivered under this proposal shall remain the property of the Contractor or vendor until accepted to the satisfaction of the Village. In the event material(s) supplied to the Village is found to be defective or does not conform to the specifications, the Village reserves the right to return the materials or product(s) to the vendor or Contractor, at the Contractor's 's expense.

2.7 PRICING.

The Proposal in the Price Proposal Form attached to this RFP shall specify the Proposer's fee for the goods and Services requested herein. The Price Proposal Form should include the Proposer's fee for renewal years of the Agreement.

2.8 SAFETY STANDARDS.

The proposer warrants that the product(s) and fireworks supplied to the Village will conform in all respects to all applicable safety standards.

2.9 PAYMENTS.

Payment will be made after Services are rendered, accepted, and properly invoiced as indicated in the Agreement and in accordance with the Florida Prompt Payment Act. Invoices must bear the purchase order number.

2.10 LICENSES AND PERMITS.

Proposer shall secure any and all necessary and required licenses and permits to conduct the Fireworks Display, including, by example and not limitation, all Federal (Environmental Protection), State, County and Village licenses and Permits.

Proposer represents that it holds all licenses ("Licenses") required to perform the Services. Including licenses required by the United States Department of Treasury, Bureau of Alcohol, Tobacco and Firearms. Proposer warrants and represents to the Village that the Licenses shall be in full force and effect on the date of performance of the Services and further represents that it holds and will hold on the day of performance of the Services all other licenses required by any other governmental authority or agency to perform the Services. Proposer will provide the Village with copies of any Licenses and any additional permits that may be required for performance of the Services and during the term of the Agreement.

Where the Contractor is required to enter onto Village property or public right of way to deliver materials or to perform the Services as a result of a proposal award, the Contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance required. The Contractor shall be liable for any damages or loss to the Village occasioned by the acts or omissions, or the negligence of the proposer, (or their agent) or any person the proposer has designated in the completion of the Services, as a result of the proposal. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to perform the Services hereunder.

2.11 INSURANCE.

The Contractor shall not commence work under the Agreement until it has obtained all insurance required and such insurance has been approved by the Village.

A. The Contractor shall purchase and maintain, in full force and effect for the life of the Agreement, at Contractor's sole expense, the following required insurance policies:

1. A business automobile policy that covers any auto used in connection with the Agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the Contractor. Minimum limits for bodily injury/property damage liability shall be $1,000,000.00 per occurrence.

2. A comprehensive general liability policy with minimum coverage limits of $5,000,000.00 combined single limit per occurrence and $10,000,000.00 in the general aggregate for bodily injury and property damage, and $10,000,000.00 general aggregate for products/completed operations. Comprehensive general liability insurance shall include endorsements for property damage, personal injury, contractual liability, completed operations, products liability and independent contractor's coverage.

3. A workers' compensation and employer's liability policy, which covers all of the Contractor's employees to be engaged in the performance of the

Services work on the Agreement as specified by, and in accordance with, Chapter 440, Florida Statutes.

4. Professional Liability insurance in the minimum amount of $5,000,000.00.

B. All insurance policies provide by the Contractor shall be issued by companies licensed to do business in the State of Florida and rated at least "A-X" by Best's Key Rating Guide. The Contractor shall be responsible for all deductibles and self-insured retentions on its liability policies

C. The Village shall be named as additional insured on required insurance policies. The form and types of coverage and sufficiency of insurer shall be subject to approval of the Village.

D. The Contractor agrees to indemnify, defend and hold harmless the Village from and against any and all claims, suits, judgments, losses, damages, executions and/or liabilities as to bodily injuries and/or property damage which arise or grow out of the Agreement or Contractor's performance of the Services required by this RFP.

E. Copies of all policies or certificates of such insurance shall be delivered to the Village, and said documentation shall provide for the Village to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy.

F. The Contractor shall also, upon request by the Village, provide copies of all official receipts and endorsements as verification of Contractor's timely payment of each insurance policy premium as required by the Agreement.

2.12 COMPLIANCE WITH LAW AND OTHER REQUIREMENTS.

Contractor shall conduct its operations in compliance with all applicable federal, state, county and local laws in providing the Services required by this RFP.

Contractor shall comply with all governmental and third party requirements and standards now in effect or enacted during the term of the Agreement and applicable to Contractor, its employees, agents, and subcontractors, with respect to the Services, including the standards of the National Fire Protection Association ("NFPA"). The Contractor is assumed to be familiar with and shall comply with all applicable Federal, State, and local laws, including, without limitation, N.F.P.A. Code 1123 and the Florida Building Code as adopted by Miami-Dade County, ordinances, rules, and regulations that may in any manner affect the Services. All fireworks shall be performed according to the National Fire Protection Association Code for the Outdoor Display of Fireworks, NFPA Standard 1123 and the South Florida Fire Code Section 5238.

2.13 ASSIGNMENT.

The Contractor shall not transfer or assign the performance of the Services required by this RFP and the Agreement without the Village's prior written consent. Any award

issued pursuant to this RFP and monies which may be payable by the Village, are not assignable except with the Village's prior written approval.

2.14 AWARD OF PROPOSAL.

The Village anticipates entering into an Agreement with the Successful Proposer determined by the Village to be in its best interests and most advantageous. The Village reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request new proposals on the required materials or Services. The Village also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable Village department personnel). Final determination and award of proposal(s) shall be made by the Village Council.

Neither this RFP nor the notice of award of the Agreement constitutes an agreement or contract with the Successful Proposer. An agreement or contract is not binding until a written agreement or contract has been approved as to form and sufficiency by the Village Attorney and has been approved and executed by the Village (with Council approval) and the Successful Proposer.

2.15 IDENTICAL (TIE PROPOSALS).

Preference shall be given to business with drug-free workplace programs. Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by the Village for the procurement of the Services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process and shall be awarded by the Village in compliance with Florida State Statutes providing for a drug free workplace.

2.16 CANCELLATION.

Failure on the part of the Contractor to comply with the conditions, specifications, requirements and terms as determined by the Village, shall be just cause for cancellation of the award, with the Contractor holding the Village harmless.

2.17 DISPUTES.

If any dispute concerning a question of fact arises under the resulting Agreement, other than termination for default or convenience, the dispute will be handled by the Village Manager.

2.18 ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL PROCESS.

The Village will not respond to oral inquiries or questions concerning this RFP. Any written inquiry or request for interpretation received seven (7) or more days prior to the Submission Deadline will be given consideration. Any questions regarding this RFP may be directed in writing or email to: Todd Hofferberth, Recreation Director, Village of Key Biscayne, 88 West McIntyre Street, Key Biscayne, Florida 33149, Email: thofferberth@keybiscayne.fl.gov. All such changes or interpretations will be made in

writing in the form of an Addendum to this RFP issued by the Village and will be mailed or sent by available means to all known prospective proposers. Each prospective proposer shall acknowledge receipt of such Addenda by including it in the Proposal Form. In case any proposer fails to include such Addenda or Addendum, its proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgement of the receipt of same. All Addenda shall be a part of this RFP and a part of the Agreement and each proposer will be bound by such Addenda, whether or not received by him. It is the responsibility of each prospective proposer to verify that he has received all Addenda issued before proposals are submitted and opened.

2.19 DEFAULT PROVISIONS.

In case of default by the proposer or Contractor, the Village may cancel the Agreement, procure the Services from other sources and hold the proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

2.20 INDEMNIFICATION.

The Contractor shall indemnify, save harmless and defend the Village, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of any act, error, omission, negligent act, conduct or misconduct of the Contractor, his agents, servants or employees, in the performance of the Services pursuant to this RFP and/or from any procurement decision of the Village including without limitation, awarding the Agreement to a Contractor.

2.21 SECONDARY/OTHER VENDORS.

The Village reserves the right in the event the primary proposer cannot provide the Service(s) in a timely manner as requested, to contact the second best proposer of this RFP to perform the Services. If the secondary contractor is unavailable, the Village reserves the right to seek and obtain other sources.

END OF SECTION 2

SECTION 3

SPECIAL CONDITIONS

RFP JULY 4TH FIREWORKS DISPLAY

3.1 INTRODUCTION.

The Village is seeking proposals from qualified firms to provide all materials and services necessary to produce a safe and custom aerial fireworks display at the Village of Key Biscayne beach on July 4, 2012, with an option for renewal for three (3) additional years, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

3.2 SCOPE OF SERVICES.

The Village of Key Biscayne, Florida, (Village) is requesting Sealed Proposals from qualified firms to provide professional fireworks display services to provide a synchronized pyrotechnical and music fireworks display for the Village's July 4th celebration (the "Fireworks Display"), with full services including all costs, labor, materials, delivery, set-up, staging permitting, clean-up, and interfacing with all appropriate authorities, including the Fire Rescue and Police Departments. In connection with its annual July 4th celebration, the Village desires to obtain the skilled professional services of a qualified person or firm regularly engaged in the pyrotechnic display business to provide the July 4th Fireworks Display. The Fireworks Display shall consist of a coordinated pyrotechnical and music show of at least twenty eight (28) minutes duration. The Fireworks Display is to be launched from a marine barge situated approximately one thousand (1,000') feet off of (i.e. east of) the beachfront coast of the Village of Key Biscayne, in the vicinity depicted in Attachment "A" to the Agreement which is included as part of this RFP.

Proposers are instructed to carefully review the enclosed Fireworks Display Agreement form for further details on the requirements of the Fireworks Display.

The purpose of this Request for Proposals is to establish the most effective and efficient method of providing the July 4th Fireworks Display for the Village. The proposal shall include the following information, at a minimum.

1. Qualifications of firm and pyrotechnicians, including but not limited to: firm's history; number of years in business; quantity of annual fireworks displays; insurance rating; safety record; local availability of key personnel; demonstrated ability to cooperate with local fire and police agencies and to comply with all applicable laws and regulations; ability to safely transport, set up, shoot; and dispose of all explosive materials.

2. Experience in providing musically synchronized and accompanied Fireworks Displays, which are shot electronically from a marine barge, for viewing at or from the beach and homes and businesses.

3. Ability to provide all necessary licenses and permits relating to transporting and utilizing explosive materials and devices, and to provide safe transportation conforming to all applicable laws and regulations governing the transport of explosive materials and devices.

Fireworks Display: Proposer shall design and furnish a custom aerial fireworks display consisting of a grand opening, aerial display and grand finale. The Fireworks Display to be provided by the Proposer shall include all labor, equipment, materials, and other miscellaneous items necessary to provide a first class aerial fireworks display of at least 28 minute duration, and includes transportation, set-up, firing, and clean-up of the area. Proposer agrees that all Services will be performed in a professional manner by trained and qualified employees and contractors.

Proposer shall describe in its proposal the offered Fireworks Display (grand opening, main program, and grand finale). Proposer shall also describe in its Proposal the timing of Fireworks Display and what constitutes dead time or a delay in firing and what adjustments to the Proposal Price or Fee shall be made for significant delay to the start of the Fireworks Display or excessive dead time.

The Fireworks Display is to be shot electrically and the proposal shall include expanded requirements for electrical firing systems and equipment.

Proposer shall describe in its proposal the alternative method(s) it would used to complete the Fireworks Display in the event of a fault in the system.

Proposer shall offer a variety of shell types. Proposer shall include in its proposal a complete list describing all of the shell types offered and include quantity, item/description, and size of shell or effect.

All firework shells and boxes shall be clearly marked for identification, including size and what shells contain multiple projections so that inventory can be confirmed prior to set-up. All types of firework shells used shall have been tested and assigned "EX" numbers by the appropriate regulatory agency.

Firing Area: the Fireworks Display shall be launched from a marine barge to be situated approximately 1,000 feet from the beachfront at the location depicted on Attachment "A" to this RFP. The Successful Proposer shall finish moving and setting up its fireworks into the firing location by 5:00 p.m. so that the Fireworks Display can commence promptly at 9:00 p.m. on July 4th. The Successful Proposer shall obtain all required licenses and permits to situate the marine barge in the location depicted on Attachment "A" to this RFP.

Proposers are encouraged to inspect the beachfront water and areas so they fully understand the logistic of transporting the fireworks and the location of the firing area.

Personnel:

Pyrotechnics Crew: Proposer shall furnish an appropriate number of operating personnel, which shall include a minimum of a supervisor and sufficient qualified additional personnel as required to competently provide the Fireworks Display required herein. Proposer shall describe in its proposal the personnel that will operate the Fireworks Display.

Radio and cellular phone contact shall be maintained between the pyrotechnical staff and the Village. The Proposer shall be responsible for supplying radios and cellular telephones to its personnel. The supervisor shall be available for pre-show logistics and safety meetings with representatives of the Village's fire and police personnel, and Village Manager or his designee not less than 30 days prior to the date of the Fireworks Display.

Storage of Fireworks: The Proposer shall safely store the fireworks being used for the event. Any storage arrangements at the Village must be approved by the Village's Fire Department.

Set-up and Clean-Up:

Proposer shall be responsible for all set-up, breakdown and cleanup of the areas used by the Proposer. The timing of the delivery of the fireworks to the marine barge shall be coordinated with the Village to ensure maximum public safety.

The Proposer shall also be responsible for the removal and disposal of all spent casings and debris created by the Fireworks Display. The firing location must be restored to its original condition after the Fireworks Display. The Proposer shall conduct a search of the fallout area and beach at first light following the nighttime display and remove any shell debris.

Proposer shall remove all dud material. The Proposer shall search the fallout area for duds immediately after the Fireworks Display show using adequate lighting to ensure that the material is readily visible. All dud material must be disposed of in a safe manner, taking care to ensure against explosions or other similar safety considerations.

Proposer shall describe in its proposal how a credit to the Proposal Price or fee for unexploded, unused or misfired shells will be calculated.

3.3 REQUIREMENTS.

The original proposal and ten (10) copies must be submitted to the Village Clerk in a sealed envelope clearly marked: RFP July 4th Fireworks Display, by 2:00 p.m. on the Submission Deadline, Friday January 20, 2011. The opening of the proposals will take place at 2:00 p.m. on that date in the Office of the Village Clerk.

RFP Submission Deadline: Whether forwarded by mail or personally delivered, Proposals must be received by the Office of the Village Clerk, Village of Key Biscayne, 88 West McIntyre Street, Key Biscayne, FL 33149, by 2:00 p.m. on Friday, January 20, 2012. Untimely submissions, or submissions delivered to another location, will not be accepted.

The Village will not consider proposals received after the Submission Deadline. Any proposals so received after the Submission Deadline shall be returned to the proposer unopened. Any dispute over the timeliness of the submission will be resolved against the proposer. Proposals may be sent by mail or delivered in person; however, if sent by mail, the responsibility for delivering a proposal to the Village before the Submission Deadline is wholly upon the proposer.

Any proposal may be withdrawn up to the Submission Deadline date and time. Any proposal not so timely withdrawn shall constitute an irrevocable Proposal, for a period of one hundred and twenty (120) days, to provide to the Village with the Services described in this RFP, or until one (1) or more of the proposals have been approved and awarded by the Village Council, whichever occurs first. A proposal may not withdraw its proposal after it is formally opened by a Village representative.

The Agreement resulting from acceptance of a proposal by the Village shall be in a form supplied or approved by the Village Attorney, and shall reflect the specifications in this RFP. The Village reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved as to form and legal sufficiency by the Village Attorney. In the event the selected Proposer and the Village are unable to enter into an Agreement satisfactory to both parties, the Village has the right to terminate discussions with the selected Proposer and begin discussions with another Proposer or to proceed in another manner.

3.4 PROPOSAL COSTS.

Proposers submitting proposals do so entirely at their own cost and expense. There is no expressed or implied obligation by the Village to reimburse any individual or firm for any costs or expenses incurred in preparing or submitting proposals, providing additional information when requested by the Village, or for participating in any selection interviews.

3.5 EVALUATION PROCESS.

3.5.1 Evaluation Committee. The Village shall be sole judge of its best interests in evaluating proposals deemed most advantageous to the Village, and the resulting Agreement to be entered into between the Village and the Contractor. The Village Manager shall select and appoint an Evaluation Committee to evaluate proposals.

3.5.2 Initial Screening (Step 1). Minimum Qualifications and Responsiveness: The Evaluation Committee will review proposals for an initial determination on minimum qualifications, responsiveness and responsibility. The

proposals initially determined to be responsive and submitted by responsible proposers will proceed to Step 2.

3.5.3 Evaluation of Proposals (Step 2). The Evaluation Committee may interview proposers, request additional information or clarification of proposals and information submitted, and will evaluate proposals using the criteria herein. Due to the creative nature of Fireworks Displays, the evaluation of all proposals will not be based solely on quantity and price. All of the factors contained herein and demonstrated in each proposal will be taken into consideration and evaluated. Proposals will be scored and ranked in accordance with the following criteria:

- Qualification and experience of personnel who will be directly involved in all elements of the Services.
- Firm size, age, and organizational structure.
- Firm's experience with projects that are similar to the Fireworks Display requested in this RFP.
- Safety record.
- Innovative ideas as evidenced by the approach to Fireworks Display and arrayal submittal.
- Proposal Price or fees for services (Cost of Fireworks Display).
- Comparative value of fireworks displays in relationship to cost, content, variety, and duration of display.
- The Proposer's ability to stage the barge and tug boat close to the Village of Key Biscayne 24 hours prior to the show.
- The Proposer's ability to contract with a reputable, experience and dependable tug boat contractor.
- The Proposer's ability to provide a schedule describing the delivery of fireworks, barge set-up and staging, 24 hour security, and a timeline placing the fireworks barge secured in the specified location no later than 5:00 PM on the 4th of July.

The highest ranked proposals will be identified and those firms may be requested to make a formal presentations before the Evaluation Committee and/or the Village Council. The Evaluation Committee will rank the proposers and make a recommendation to the Village Manager. The Village Manager will then make a final recommendation to the Village Council and reserves the right to reject any or all proposals, to waive any informality, irregularity or technicality in any proposal, to re-advertise for proposals, or take any other such actions that may be deemed to be in the best interests of the Village. The Village Council shall have the final selection and approval of the proposal and shall authorize the award of the Agreement to the Successful Proposer.

3.6 PROPOSAL FORMAT AND CONTENT.

3.6.1 PRESENTATION

Proposals shall be typed and submitted on 8 ½" x 11" size paper, using a single method of fastening. Each Proposer must present its products, services and applicable features in a clear and concise manner that demonstrates the proposer's capabilities to satisfy the requirements of this RFP. The emphasis should be on accuracy, clarity, comprehensiveness and ease of identifying pertinent information and suitability of the Services.

3.6.2 PROPOSAL FORMAT

Proposers shall submit their proposals using the Proposal Forms provided with this RFP, and attach and include all attachments or requirements set forth herein. Proposals shall be attached and submitted using the following format:

A. Proposal Form.
B. Proposer's Certification.
C. No Bid or Proposal Response.
D. Reference List.
E. Proposer's Qualifications
F. Price Proposal Form
G. Indemnification Clause
H. Sworn Statement, Public Entity Crimes
I. Business Entity Affidavit
J. Drug Free Work Place Affidavit
K. Anti-Kickback Affidavit
L. Examples of Fireworks Displays
M. Approach to Fireworks Display
N. Additional Relevant Information
O. Insurance Certificates

3.7 NO CONTINGENT FEE.

Proposer shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure the agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making the Agreement. For the breach or violation of this provision, the Village shall have the right to terminate the Agreement, without liability, at its discretion.

3.8 ATTORNEY'S FEES.

If the Village incurs any expense in enforcing the terms of the Agreement, whether suit be brought or not, Contractor agrees to pay all such costs and expenses including, but not limited to, court costs, interest and reasonable attorney's fees.

3.9 CONTRACTOR'S RELATION TO THE VILLAGE.

It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to all Services hereunder, and that the Contractor is in no respect an agent, servant or employee of the Village. This RFP specifies the Services to be performed by the Contractor, but the method to be employed to accomplish the Services shall be the responsibility of the Contractor, unless otherwise provided in the Agreement or by the Village.

3.10 DISCRIMINATORY PRACTICES.

The Contractor shall not deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, sexual orientation religion or national origin. The Contractor will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida or the Federal Government.

3.11 TIME IS OF THE ESSENCE; DELIVERY OF SERVICES.

The Contractor acknowledges and agrees that time is of the essence in the performance and delivery of the Services hereunder. The Contractor shall complete moving and setting up its fireworks into the firing location by 5:00 p.m. so that the Fireworks Display can commence promptly at 9:00 p.m. on July 4th. Contractor's failure or delay in timely performing the Services as specified in this RFP shall entitle the Village to the recovery of liquidated damages. Upon failure of the Contractor to perform the Services within the specified period of time, Contractor shall pay to Village the sum specified in the Agreement not as a penalty but as liquidated damages to the Village for its inability to perform the Services timely as specified herein and as fixed and agreed upon liquidated damages between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by Village as a consequence of such failure or delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete the Services on time. The Village is authorized to deduct the liquidated damages from any amounts payable or due the Contractor pursuant to the Agreement.

END OF THIS SECTION

SECTION 4

PROPOSAL FORMS

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP JULY 4TH FIREWORKS DISPLAY

PROPOSAL FORM

I hereby propose to furnish the goods and services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of 120 days after opened by the Village in order to allow the Village adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Firm named as the Proposing Firm and that said Firm is ready, willing and able to perform if awarded the Agreement.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal; no officer, employee or agent of the Village of Key Biscayne or any other proposer has an interest in said proposal. Furthermore, I certify that the undersigned executed this Proposal Form with full knowledge and understanding of matters therein contained and was duly authorized to do so.

I further certify that the Proposer acknowledges receipt of all Addenda issued by the Village in connection with the RFP, including:

Addendum # ___ Dated _____
Addendum # ___ Dated _____
Addendum # ___ Dated _____

Attached hereto are the following forms/documents which form a part of this proposal:

Attachments

A. Proposal Form.
B. Proposer's Certification.
C. No Bid or Proposal Response.
D. Reference List.
E. Proposer's Qualifications
F. Price Proposal Form
G. Indemnification Clause
H. Sworn Statement, Public Entity Crimes

I. Business Entity Affidavit
J. Drug Free Work Place Affidavit
K. Anti-Kickback Affidavit
L. Examples of Fireworks Displays
M. Approach to Fireworks Display
N. Additional Relevant Information
O. Insurance Certificates

_____
NAME OF PROPOSER FIRM

_____
SIGNATURE OF PROPOSER

_____
NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS
_____

_____

(____) _____
TELEPHONE NUMBER

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 200__ by _____who is personally known to me or produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____
Commission Expires: _____

SEAL

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP JULY 4TH FIREWORKS DISPLAY

PROPOSER'S CERTIFICATION

CERTIFICATE
(if Company or Corporation)

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____ a corporation or company existing under the laws of the State of _____, held on _____, 20___, the following resolution was duly passed and adopted:

RESOLVED, that, as _____of the Corporation/Company, be and is hereby authorized to execute the proposal dated, _____, 20____to the Village of Key Biscayne for RFP July 4th Fireworks Display from this corporation/company and that his execution thereof, attested by the Secretary of the Corporation/Company, and with the Corporate/Company Seal affixed, shall be the official act and deed of this Corporation/Company.

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of corporation/company on this the _____ of _____, 20__.

_____

Secretary

(SEAL)

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP JULY 4TH FIREWORKS DISPLAY

PROPOSER'S CERTIFICATION

CERTIFICATE
(if Partnership)

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of _____

_____,

a partnership existing under the laws of the State of _____,

held on _____, 20___, the following resolution was duly passed and adopted:

"RESOLVED, that _____,

as_____of

the Partnership, be and is hereby authorized to execute the proposal dated _____, 20___, to the Village of Key Biscayne for RFP July 4thFireworks Display from this partnership and that his execution of thereof, attested by the_____shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20___.

_____
Secretary

(SEAL)

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP JULY 4TH FIREWORKS DISPLAY

"NO BID or PROPOSAL" RESPONSE

If your firm is unable to submit a proposal, please complete and return this form prior to date shown for receipt of proposal, and return to:

VILLAGE OF KEY BISCAYNE

We have declined to propose on **RFP JULY 4TH FIREWORKS DISPLAY,** for the following reasons:

_____We do not offer this service/product

_____Our schedule would not permit us to perform

_____Unable to meet specifications

_____Unable to meet bond/insurance requirements

_____Specifications unclear (please explain below)

_____Other (please specify below)

REMARKS_____

_____

_____

_____
Typed Name and Title

_____
Firm/Company Name

_____
Address

_____
Business Phone Fax Number

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP JULY 4TH FIREWORKS DISPLAY

REFERENCE LIST

Please list five (5) contract references for which you have done business within the past three (3) years, if available:

Agency Name: _____

Address: _____

_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

REFERENCES (continued)

Agency Name: _____

Address: _____

_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Agency Name: _____

Address: _____

_____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Attach additional sheets if necessary.

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP JULY 4TH FIREWORKS DISPLAY

PROPOSER'S QUALIFICATIONS

(Page 1 of 3)

NOTE: This statement of Proposer's Qualification must be completely filled out, properly executed and returned as part of your Proposal.

1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by names and titles:

Name of Firm: _____

Address: _____

_____

Principals: _____ Titles: _____

_____ _____

_____ _____

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

YES_____ NO_____

b. List Principals Licensed:

Name(s):_____ Title:_____

_____ _____

Remarks:_____

_____

3. How long has your Firm been in business and so licensed?_____

PROPOSER'S QUALIFICATIONS (continued)
(Page 2 of 3)

4. If Proposer is an individual, corporation, company or a partnership, answer the following:

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

   _____

   _____

   _____

   _____

   c. State whether general or limited partnership: _____
   d. State whether a corporation or company _____. Date and State of incorporation_____.

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

   _____

   _____

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

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

   _____

   _____

   a. Under what other former names has your firm operated?

   _____

   _____

7. a. Has your firm ever failed to complete a bonded obligation or to complete a contract?

   YES_____ NO_____

   a If so, give particulars including circumstances, where and when, name of bonding company, name and address of contracting party and disposition of matter:

   _____

   _____

PROPOSER'S QUALIFICATIONS (continued)

(Page 3 of 3)

b. Is the firm or its principals now or in the past five (5) years been involved as a defendant in litigation concerning the performance of your Firm's operations? If so list:

_____

_____

8. a. List the pertinent experience of the key individuals of your Firm (continue on insert sheet, if necessary).

_____

_____

_____

b. State the name of the individual(s) who will have personal supervision of the work:

_____

_____

_____

9. List name and title of persons in your Firm who are authorized to enter into an Agreement with the Village of Key Biscayne, Florida for the proposed work should your Firm be the successful Proposer.

Name _____ _____ _____

Title _____ _____ _____

10. Describe your Firm's experience in providing services to other municipalities or governmental agencies similar to the services to be provided herein.

_____

_____

_____

Attach additional sheets if necessary.

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP JULY 4TH FIREWORKS DISPLAY

PRICE PROPOSAL FORM

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Fireworks Display Cost

Deliverables	Annual Fee
2012 July 4th Fireworks Display	$
2013 July 4th Fireworks Display Renewal	$
2014 July 4th Fireworks Display Renewal	$
2015 July 4th Fireworks Display Renewal	
Four Year Total	$

Please ensure your Proposal includes the cost of all necessary expenditures to provide Fireworks Display.

By: _____ Date: _____

Name: _____

Title: _____

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP JULY 4TH FIREWORKS DISPLAY

INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the Village of Key Biscayne and its Council, agents and employees, from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the Contractor's performance of the Services, provided that any such claim, damage, loss or expense is caused in whole or in part by any act, omission, breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

_____	_____	_____
Proposer's Name	Signature	Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 200__ by _____who is personally known to me or produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____
Commission Expires: _____

SEAL

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP JULY 4TH FIREWORKS DISPLAY

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

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

1. This sworn statement is submitted to the **VILLAGE OF KEY BISCAYNE, FLORIDA**
   By: _____
   (print individual's name and title)
   For: _____
   (print name of entity submitting sworn statement)

   whose business address is: _____

   and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____).

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

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

   - ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____

Signature

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 200__ by _____who is personally known to me or produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____
Commission Expires: _____

SEAL

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP JULY 4TH FIREWORKS DISPLAY

BUSINESS ENTITY AFFIDAVIT

(PROPOSER DISCLOSURE)

I, _____, being first duly sworn
State:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Key Biscayne ("Village ") are (Post Office addresses are not acceptable), as follows:

_____
Federal Employer Identification Number (If none, Social Security Number)

_____
Name of Entity, Individual, Partners or Corporation

_____
Street Address Suite City State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation/company, the full legal name and business address shall be provided for each officer and director and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's stock or company's membership. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
		%
		%
		%

BUSINESS ENTITY AFFIDAVIT (continued)

The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal equitable, beneficial or otherwise) in the contract or business transaction with the Village of Key Biscayne are (Post Office addresses are not acceptable), as follows:

_____

_____

_____

_____

_____ _____

Signature of Affiant *Date*

_____

Print Name and Title

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 200__ by _____who is personally known to me or produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____
Commission Expires: _____

SEAL

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP JULY 4TH FIREWORKS DISPLAY

DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

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

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

DRUG-FREE WORKPLACE AFFIDAVIT (continued)

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

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

FLORIDA STATE STATUTE 287.087

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

_____
Proposer's Signature

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 200__ by _____who is personally known to me or produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____
Commission Expires: _____

SEAL

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP JULY 4TH FIREWORKS DISPLAY

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF_____ }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Key Biscayne, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Print Name: _____

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 200__ by _____who is personally known to me or produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____
Commission Expires: _____

SEAL

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP JULY 4TH FIREWORKS DISPLAY

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF _____ }

_____ being first duly sworn, deposes and says that:

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

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (continued)

Signed, sealed and delivered
in the presence of:

_____ By:_____
Witness

_____ _____
Witness (Printed Name)

_____
(Title)

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, 20___.

My Commission Expires:

_____
Notary Public State of Florida at Large

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP JULY 4TH FIREWORKS DISPLAY

EXAMPLES OF FIREWORKS DISPLAYS

Proposer shall provide examples of at least fifteen (15) Fireworks Displays that the Firm has worked on in the last three (3) years, including examples of musically synchronized and accompanied Fireworks Displays.

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)

RFP JULY 4TH FIREWORKS DISPLAY

INSURANCE CERTIFICATES

Proposer shall attach evidence of insurance or insurance certificates as required by this RFP.

ATTACHMENT "A"

(Approximate location of marine barge for launching of Fireworks Display)