

REQUEST FOR PROPOSALS FOR THE CITY OF FORT WALTON BEACH

RFP #20-003 Annual Municipal Fireworks Display



Issued By:

**Purchasing Division
105 Miracle Strip Pkwy, SW
Fort Walton Beach, Florida 32548
(850) 833-9523
Fax (850) 833-9643
Website: <http://www.fwb.org/rfps>**

Date of Issue: January 7, 2020

City of Fort Walton Beach, Purchasing Division
 105 Miracle Strip Pkwy, SW
 Fort Walton Beach, Florida, 32548
 850-833-9523



| REQUEST FOR PROPOSALS | |
|--|---|
| RFP 20-003 – Annual Public Fireworks Display | |
| Posting Date | January 7, 2020 |
| Purchasing Contact | Giuliana Scott, Purchasing Agent 850-833-9523 / gscott@fwb.org |
| Opening Date & Time | February 6, 2020, 2:30 PM, CST |
| Bid Opening Location | City Hall Annex Bldg, Training Room, 105 Miracle Strip Pkwy, SW Fort Walton Beach, FL 32548 |
| <u>Submission Information</u> : Proposals must be sealed and reference the RFP Number, Title, & Opening Date & Time on the outside envelope. | <u>Mail to</u> : Purchasing Agent 105 Miracle Strip Pkwy, SW Fort Walton Beach, FL, 32548 |

The City of Fort Walton Beach, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications, and conditions set forth in this request are incorporated by reference in your response. Proposals will not be accepted unless all conditions have been met. The City is not responsible for lost or late delivery of proposals by any delivery service used by the Proposer. Proposals may not be withdrawn for a period of ninety (90) days after the RFP opening unless otherwise specified.

Respondents are advised that from the date of release of this solicitation until award of the contract, no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Representative and sole contact listed below. ANY SUCH UNAUTHORIZED CONTACT MAY RESULT IN THE DISQUALIFICATION OF THE RESPONDENTS SUBMITTAL.

It is the intent and purpose of the City of Fort Walton Beach that this Request for Proposals promotes competitive proposals. It shall be the proposer's responsibility to advise the Purchasing Division at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Requests for Proposals to a single service provider. Such notification must be submitted in writing and must be received by the Purchasing Department no later than ten (10) days prior to the proposal opening date.

PURCHASING CONTACT FOR THIS PROPOSAL:

Giuliana Scott, Purchasing Agent
 Phone: 850-833-9523
 Fax: 850-833-9643
 Email: gscott@fwb.org

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1.1 STANDARD FORMS

THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:

- 1.1 PROPOSER'S CERTIFICATION
- 1.2 ADDENDUM PAGE
- 1.3 REFERENCES
- 1.4 DRUG FREE WORKPLACE
- 1.5 PUBLIC ENTITY CRIMES FORM
- 1.6 ANTI-COLLUSION STATEMENT
- 1.7 FEDERAL E-VERIFY COMPLIANCE
- 1.8 SCRUTINIZED COMPANIES

NOTE:PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

1.1 PROPOSER’S CERTIFICATION – RFP 20-003

I have carefully examined the Requests for Proposals, Instructions to Proposers, General and Special Conditions, Vendor's Notes, Scope of Work, proposed agreement and any other documents accompanying or made a part of this Proposal.

I hereby propose to furnish the goods or services specified in the Requests for Proposals. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City 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 vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the proposal.

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 for the same product or service; no officer, employee or agent of the City of Fort Walton Beach or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY: _____
SIGNATURE (ORIGINAL – blue or black ink)

NAME & TITLE (type or print)

EMAIL ADDRESS (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

Acknowledged & subscribed before me on the _____ day of _____, 2020,
by _____, as the _____ of
[business] _____

Signature of Notary
Notary Public, State of _____

Personally Known _____ -OR- Produced Identification of: _____

1.2 ADDENDUM PAGE RFP #20-003

The undersigned acknowledges receipt of the following addenda to the Documents
(Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SCOPE OF WORK IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS

BY: _____
Signature

NAME & TITLE (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

DATE

1.3 REFERENCES RFP 20-003

Bidder shall submit as a part of the bid package, four (4) Customer references with name of the customer, address, contact person, and telephone number. **References chosen should all refer to public pyrotechnic displays for government entities or school/university districts.**

REGARDING PROPOSER: _____

| | |
|------------|------------|
| Name: | Name: |
| Contact: | Contact: |
| Address: | Address: |
| | |
| Telephone: | Telephone: |
| Email: | Email: |
| | |
| Name: | Name: |
| Contact: | Contact: |
| Address: | Address: |
| | |
| Telephone: | Telephone: |
| Email: | Email: |
| | |

1.4 DRUG-FREE WORKPLACE FORM RFP 20-003

The undersigned vendor, on _____, 2020, in accordance with Section 287.087, Florida Statutes, certifies that [company] _____ does:

1. 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.
2. 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, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 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.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

NAME OF BUSINESS: _____

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED

1.5 PUBLIC ENTITY CRIME FORM – RFP 20-003 (Page 1 of 2)**SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

This sworn statement is submitted with Proposal, Proposal or Contract # _____

This sworn statement is submitted by _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

My name is _____ and my relationship to the entity named above is _____.

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

I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means 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 records 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 nolo contendere.

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

- A predecessor or successor of a person convicted of a public entity crime (or)
- 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 of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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 the state or of the United States with the legal power to enter into a binding contract for 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, partners, shareholders, employees, members, and agents who are active n management of an entity.

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

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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. (Please attach a copy of the final order.)

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

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

(Signature)

(Date)

STATE OF: _____ COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2020, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires

1.6 ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT: The below signed Proposer has not divulged to, discussed or compared his bid with other proposers and has not colluded with any other parties to bid whatsoever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Proposer's Company Name

Authorized Signature

Signature Name – Printed

Address

Title

Phone #

Email

Federal ID # or SS #

1.7 **FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security’s E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

FAX NO.: _____

1.8 **SCRUTINIZED COMPANIES PURSUANT TO FL STATUTES 287.135 & 215.473:**

By signing and submitting this bid, the undersigned proposer hereby certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria (for bid amounts of \$1,000,000 or more).

Any contract with the City of Fort Walton Beach for goods and/or services of any amount, entered into on or after July 1, 2019, may be terminated at the sole option of the City, at no cost to the City, if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or if the company is found to have submitted a false certification as provided under subsection (5) of F.S.287-135.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

E-MAIL: _____

2.0 GENERAL TERMS & CONDITIONS OF PROPOSALS AND CONTRACT:

2.1 PUBLIC OPENING: All proposals will be publicly opened and the list of proposers read aloud in the Training Room at City Hall Annex Building, 105 Miracle Strip Pkwy SW, Fort Walton Beach, FL at the time specified and will be made available for public inspection within THIRTY (30) days after the proposal opening or when an award decision is made, whichever is later.

2.2 AMERICANS WITH DISABILITIES ACT: The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail clerk@fwb.org.

2.3 CONTRACT REQUIRED: The City and the successful proposer shall enter into a Contract for Services that will include, but not be limited to, and may be superseded by such Contract, the following terms and conditions.

2.3.1 Independent Contractor Status; Indemnity: At all times the winning proposer will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

2.3.2 Copyrighted, Confidential Information: If applicable, the proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit, or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Proposer shall pay all damages and costs awarded against the City.

2.3.3 Time Is Of the Essence: A condition that time is of the essence for the proper provision of services of the Contract and that the successful proposer will conduct all required work diligently and as specified by the City.

2.3.4 Assignment: The successful proposer may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

2.3.5 Termination for Convenience: The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse

Proposer for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the Proposer for unfinished goods, which are specifically manufactured for the City and which are not standard products of the Proposer, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.

- 2.3.6 Termination for Default: The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Proposer, if the Proposer: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.
- 2.3.7 Failure To Execute Contract: Failure of the successful proposer to enter into a contract in the prescribed time may be cause for cancellation of the award to that proposer. In the event the award is cancelled, the award may then be made to the second lowest responsive and responsible proposer, or the City may reject all of the proposals. Proposers who default are subject to suspension and/or removal from the City's Proposers List.
- 2.3.8 Right To Audit Records: The City shall be entitled to audit the books and records of a contractor or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.
- 2.3.9 Fiscal Year Funding Appropriation: Unless otherwise provided by this request, the contract for supplies or services may be entered into for a one year period of time. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.

2.3.10 PUBLIC RECORDS

IF PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK – CITY OF FORT WALTON BEACH
107 MIRACLE STRIP PARKWAY SW
FORT WALTON BEACH, FLORIDA 32548
850-833-9509 clerk@fwb.org

- 2.3.10.1 Winning Proposer shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City’s custodian of public records, Winning Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.
- 2.3.10.2 Winning Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the Winning Proposer does not transfer the records to the City.
- 2.3.10.3 Upon completion of the contract, Winning Proposer shall transfer, at no cost, to the City all public records in possession of the Winning Proposer or keep and maintain public records required by the City to perform the service. If Winning Proposer transfers all public records to the City upon completion of the contract, Winning Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Winning Proposer keeps and maintains public records upon completion of the contract, Winning Proposer shall meet all applicable requirements for retaining public records.
- 2.3.10.4 All public records stored electronically must be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.
- 2.3.10.5 Failure of Winning Proposer to comply with the City’s request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.
- 2.3.10.6 If Winning Proposer fails to provide the public records to the City within a reasonable time Winning Proposer may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Winning Proposer has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and

attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

2.4 **PROPOSER'S CERTIFICATION FORM:** Each proposer shall complete the "Proposer's Certification" form included with this Request for Proposals, and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals may be rejected if the proposer's certification is not submitted with the proposal.

2.5 **PUBLIC ENTITY CRIMES FORM:** A person or affiliate, as defined in Chapter 287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 in excess of the threshold amount provided in Chapter 287.01 of the Florida Statutes for category two, for a period of 36 months from the date of being placed on the convicted vendor list.

2.6 **DRUG FREE WORKPLACE CERTIFICATION FORM:** By submitting the Drug Free Workplace Form as part of this Request for Proposals, you are certifying that your company is a drug-free workplace in accordance with Chapter 287.087 of the Florida Statutes.

2.7 **FLORIDA PROMPT PAYMENT ACT:**

2.7.1 Proper Invoice: For purposes of billing submission and payment procedures, a proper invoice by a contractor, vendor or other invoicing party shall include at least the following information:

2.7.1.1 Description, including quantity, of the goods or services provided to the City reasonably sufficient to identify the goods or services.

2.7.1.2 Amount due, applicable discounts, and the terms of payment.

2.7.1.3 Full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute, a mailing address for payment purposes (if they are different) and a telephone number.

2.7.1.4 The purchase order or contract number as supplied by the City.

2.7.1.5 Identification by office, division, or department of to whom the goods or services were delivered or provided.

2.7.2 Delivery Of Invoice: All invoices, to be considered a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Fort Walton Beach, 107 Miracle Strip Parkway, SW, Fort Walton Beach, Florida, 32548.

2.7.3 Delivery Acceptance Required: An invoice will not be considered proper unless there has been delivery, installation, or provision of the goods/services to the correct City office, division, or department, acceptance by the City of the goods/services, and the contractor has otherwise complied with all of the

contract's terms and conditions and is not in default of any of them.

2.7.4 Invoice Dispute Procedure: If there is a dispute between the City and contractor regarding an invoice, the City or contractor may initiate this invoice dispute procedure. Either party can initiate the dispute procedure, by providing the other party, in writing, notice of a dispute and stating the specifics of the dispute. The parties shall exchange all materials and information to support their claims and provide a copy of all materials and information to the Finance Director. The Finance Director shall review all materials and information and conduct a meeting with the contractor and the responsible City office, division, or department. The proceeding to resolve the dispute shall be commenced no later than 45 days after the date on which the payment request or proper invoice was received by the City. The Finance Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute.

2.8 **CONFLICTS**: The proposer acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this Request for Proposals.

2.9 **PURCHASE CONTRACTS WITH OTHER GOVERNMENT AGENCIES**: The submission of any proposal in response to this Request for Proposals constitutes a proposal made under the same terms and conditions, for the same contract prices and/or fee schedules to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposer within the proposal documents. **SEE ALSO SECTION 3.12 – PIGGYBACK TERMS**

2.10 **INSURANCE & PERFORMANCE BONDS**: Insurance and/or performance bond coverage may be required by the Contract. Such insurance or bond shall be in effect for the term of the contract. Should a Proposer fail to provide acceptable evidence of current insurance and/or a performance bond within seven (7) days before the expiration date of an insurance policy or bond, the City shall have the right to terminate the Contract.

2.11 **BID BOND REQUIREMENTS**: Bid bond will not be required.

2.12 **INSURANCE**: Insurance coverages must be primary insurance with respect to the City, its officials, employees, agents and volunteers. Any insurance maintained by the City will be in excess of the Proposer's insurance and will not contribute to the Proposer's insurance.

2.12.1 Proposers must be eligible for and provide evidence of insurance coverage, including protection for activities involving hazardous materials.

2.12.2 All insurance required must be provided by a company licensed to do business in the State of Florida and with an A.M. best rating of at least A-. Proof of Insurance must accompany the signed contract. The insurance carrier must have agents upon whom service of process may be made in the State of Florida.

2.12.3 No warranty is made that the coverages and limits listed here are adequate to cover and protect the interests of the Proposer for the terms of this Proposal.

These listed coverages required are solely minimums that have been set to protect the interests of the City.

Insurance Coverages must include a MINIMUM of:

2.12.4 Workers Compensation & Employers' Liability, including Jones Act / Longshore & Harbor Workers coverage for water shoots. – With respect to the operations performed, the Proposer will ensure that any and all subcontractors carry the same workers' compensation insurance for all work performed by them under this contract:

- 2.12.4.1 Coverage A: In conformity with Florida Statute 440*
 2.12.4.2 Coverage B: \$500,000/\$500,000/\$500,000

* For additional information, contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

2.12.5 Commercial General Liability**

Each occurrence for:

- | | | |
|----------|---|-----------------------------|
| 2.12.5.1 | Bodily Injury/ Property Damage: (Occurrence/Aggregate) | \$1,000,000/ \$5,000,000 |
| 2.12.5.2 | Personal and Advertising Injury: | \$1,000,000 |
| 2.12.5.3 | Products/Completed Operations Aggregate: | \$2,000,000 |
| 2.12.5.4 | General Aggregate: | \$2,000,000 |
| 2.12.5.5 | Fire Damage: | \$250,000 |
| 2.12.5.6 | Medical Payments: | \$50,000 |
| 2.12.5.7 | Contractual Liability where applicable | |

*** Commercial General Liability must be on a comprehensive basis, including Personal Injury Liability, Products/Completed Operations, and must show City of Fort Walton Beach as an additional named insured with respect to these coverages.**

- 2.12.6 Business Automobile Liability Combined Single Limit: \$1,000,000

- 2.12.7 Umbrella \$9,000,000 each occurrence / \$9,000,000 aggregate (FOR A TOTAL OF \$10M FOR GL COVERAGES)

2.12.8 Policy Provisions

2.12.8.1 The City of Fort Walton Beach shall be an additional insured under any General Liability, Business Auto, and Umbrella Policies using an ISO Additional Insured Endorsement form CG2013 or its equivalent.

2.12.8.3 Coverage shall apply as Primary and non-contributory.

2.12.8.3 Waiver of Subrogation in favor of the City of Fort Walton Beach, FL.

2.12.8.4 Notice will be delivered in accordance to Policy Provisions.

2.12.9 Please provide an Insurance Loss Report for the past three (3) years from your insurance carrier.

2.13 LOCAL MERCHANT PREFERENCE: In accordance with Section 4.01.02 of the City of Fort Walton Beach Code of Ordinances, in operating within the policy of purchasing quality to suit the intended purpose at the least expense, every effort will be made to purchase from merchants located within the City.

2.13.1 If all bids/proposals received in response to a competitive procurement are for the same total amount or unit price, quality and service being equal, the procurement shall be awarded to the local merchant.

2.13.2 Local Merchant will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of a local merchant, as defined in Section 2.18 of the City's Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.

2.13.3 Exception to this Local Merchant Preference policy shall apply to:

2.13.3.1 Purchases or contracts made under an emergency situation, as defined by Section 2.14 of the City's Purchasing Policies and Procedures.

2.13.3.2 Purchases funded in whole or part by a governmental agency (grant purchases).

2.13.4 The City Council may waive application of the local merchant preference.

2.14 MINORITY-OWNED / WOMAN-OWNED / SERVICE-DISABLED VETERAN-OWNED / VETERAN-OWNED BUSINESS ENTERPRISE: Certification as a MBE/WOB/SDVOB/VOB will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of one of the categories listed here, and submits proper document supporting that category, the proposal will be awarded 5 points by each evaluation committee member.

2.15 **SUBCONTRACTOR(S): Proposer shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials, equipment fabricated to a special design, or labor to be included for this proposal.**

2.15.1 **Proposer shall be fully responsible for any subcontractor(s) used, and will be fully responsible for obtaining insurance coverages required by this Proposal. Any and all liabilities regarding the use of a subcontractor(s) will be borne solely by the Successful Proposer.**

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3.0 INTENT, OVERVIEW, SCOPE OF WORK, SPECIAL TERMS & CONDITIONS, CONTRACT TERMS:

3.1 INTENT - The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified vendors to provide turnkey professional fireworks display operations, including design, set-up, presentation and cleanup for the annual Fourth of July Celebration in Fort Walton Beach, Florida, held on July 4, 2020. The City of Fort Walton Beach (City) wishes to secure a source for Pyrotechnic services for an initial term of one year, with THREE (3) additional one- (1) year options.

3.2 OVERVIEW – In recent years, the City of Fort Walton Beach has provided a community display of fireworks on July 4th, from a barge sited on the inter-coastal waterway (Santa Rosa Sound), between Okaloosa Island and Fort Walton Beach, FL. The show has typically begun at 8:45pm, depending on weather conditions, and lasted approximately 20 minutes.

3.3 BUDGET - The City has approximately \$21,000 set for this event annually, inclusive of all costs.

3.4 DATE OF PERFORMANCE: July 4, 2020; The Proposer shall commence performance at the scheduled time on July 4, 2020.

3.4.1 In the event of inclement weather that precludes firing of the pyrotechnics on July 4, 2020, the Proposer shall fire the first night thereafter, that weather permits, or other mutually agreed upon future date.

3.5 DURATION OF PERFORMANCE: 15-18 minutes

3.6 SCOPE OF WORK – To be eligible for award, Proposer must be normally and routinely engaged in the business of providing professional fireworks displays, and are properly & legally licensed to perform such work at the launch site.

3.6.1 Proposer will be responsible for the turnkey design & execution of the performance, including all materials, staffing, obtaining all licensing, permitting, insurance, transportation (including barge & push-boat), storage, and site security. Designs should be well-paced and include a grand finale display. The preferred methodology is electrical firing.

3.6.2 Proposer will launch fireworks from barge located approximately 600 feet offshore. **See Exhibit A.** Successful Proposer will secure all required permits, to launch the pyrotechnic/fireworks displays from a 20 ft x 40 ft barge situated on the Santa Rosa Sound.

3.6.3 Proposal shall include all costs associated with fireworks, labor, transportation, setup, cleanup, security, permitting, insurance, equipment and any other associated costs to provide a safe display. Proposer will obtain and include the cost of the barge rental and for a push-boat operator for staging the barge prior to the event, and returning the barge to dock following the event.

- 3.6.4 Fireworks presentation must be 15 to 18 minutes long. The City realizes that there is a wide range in the cost and quality of display fireworks. Total quantity of shells will not be a major factor in the award of the proposal. Fireworks displays, by their nature, are a professional service and therefore the selection will be made on subjective terms rather than quantitative. Heavy emphasis will be placed on the reputation of the Proposer and safety record, the references supplied and past experiences with the Proposer.
- 3.6.5 Proposer will provide City, at least four (4) weeks prior to the scheduled display, a copy of all applicable permits, and certificates of insurance as required by this RFP.
- 3.6.6 **The setup, testing, and installation of display must be completed by 7pm on the night of the show.**
- 3.7 CITY WILL PROVIDE:
- 3.7.1 Crowd Control:
- 3.7.1.1 Sufficient area for the display, including a minimum spectator setback of 420 feet at all points from the discharge area.
- 3.7.1.2 Protection of the display area by roping off or similar facility.
- 3.7.1.3 Police protection to prevent spectators from entering the display area.
- 3.7.2 Name/contact info of push-boat operator. Coordination and payment of push-boat operator will be the responsibility of the winning Proposer.
- 3.7.3 Staff Point of Contacts (POC) for pre-event activities and for day of show.
- 3.8 SPECIAL CONDITIONS
- 3.8.1 Compliance with Law - Services to be performed must be in compliance with all provisions of local, state and national regulations, and all other applicable laws and regulations. The discharge of fireworks shall be in accordance with the International Fire Code, and the referenced NFPA 1123 Code for Fireworks Display, current edition.
- 3.8.1.1 Proposer shall follow all federal/state and local regulations as it pertains to fireworks in Fort Walton Beach, FL.
- 3.8.1.2 Proposer will be responsible for securing all permitting and documentation required by the US Coast Guard.
- 3.8.1.3 Proposer shall be responsible for securing any other permissions and approvals required based on the designated launch site and size/duration of display.
- 3.8.1.4 Transport of all fireworks materials and devices to the discharge site shall be in accordance with Title 49, *Code of Federal Regulations*, 'Federal

Regulation for Transport', NFPA 1124, Code for the Manufacture, transportation, and Storage of fireworks; and Title 27, *Code of Federal Regulations*, Part 19, Bureau of Alcohol, Tobacco and Firearms, Part 191, Commerce in Explosives.

3.8.2 Storage of Materials – Proposer must provide a safe, dry area for storage of the fireworks materials, including a designated trailer or other suitable container for storage on the day of the event. No overnight storage will be allowed on site.

3.8.2.1 At no time shall fireworks be left unattended where the fireworks are held and staged at the set-up site.

3.8.3 Staff - Required number of licensed pyrotechnic operators must be provided in connection with the handling and display of fireworks, and provide sufficient personnel at fireworks discharge site in order to ensure a safe public display. The handling and detonation of all explosives or pyrotechnics shall be solely accomplished by the Proposer and its employees.

3.8.3.1 Fireworks/pyrotechnic operators must have an active license to provide services.

3.8.3.2 Vendor Personnel must be clearly identified, either with uniform or ID badge while working within the City limits.

3.8.3.3 After set-up of displays has begun, and been completed, the Proposer shall be present at all times and insure that the displays are protected from inclement weather before the program.

3.8.4 Standards - Proposer shall place the highest priority on health and safety and shall maintain a safe working environment during the performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents and subcontractors, with all applicable environmental, health, safety and security laws & regulations; and performance conditions of this RFP.

Compliance with such requirements shall represent the *minimum* standard required of Proposer. Proposer shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations and any industry standards, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

3.8.5 Proposer represents that it is qualified to perform the services; that the Proposer and its subcontracts (if any) possess current, valid state and/or local licenses to perform the work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified firms under similar circumstances.

3.9 EVENT COORDINATION & SCHEDULING

3.9.1 During the course of work, the Proposer shall be responsible for keeping the City informed of the proposed work schedule. The Proposer shall submit a project Schedule to serve as a guide in managing the progress.

3.9.2 **The Proposer shall not put workers on the job or perform any work without prior knowledge to the designated City staff representative, that such work is to be done, and the scheduled starting time.** A minimum 48-hour notification to the City is required. The City reserves the right to deny the request without penalty.

3.10 PRE-EVENT MEETING - The Proposer shall schedule a pre-event meeting and site visit with City staff prior to any work being performed. The date, time, and location shall be mutually agreed upon by the City and the Proposer.

3.11 TERM OF CONTRACT

3.11.1 The City desires to contract for services for an initial one (1) year period, with an option to renew up to three (3) additional one-year periods, upon the mutual agreement of the City & Proposer. Please provide pricing based on a one (1)-year term, and three additional one (1) year options.

3.11.2 The City reserves the right to select any, all or none of the displays in a particular year of the agreement. The City shall also have the option of not hosting the annual fireworks display for a complete season or seasons.

3.12 PIGGYBACK PROVISIONS: Under the Florida Inter-local Cooperation Act of 1969, public agencies may engage in cooperative purchasing agreements and intergovernmental agreements and contracts. Winning Bidder agrees to provide same terms and conditions to other qualified government agencies within the State of Florida.

3.12.1 The submission of any proposal in response to this RFP constitutes an offer made under the same basis of pricing; terms and conditions, for the same contract price, to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposer in their submitted proposal.

3.12.2 Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this bid.

3.13 FORCE MAJEURE: Neither the City nor the Proposer awarded the contract shall be liable for failure of, or delay in the performance of this agreement that such failure or delay is:

3.13.1 beyond the reasonable control of a party, and

3.13.2 materially affects the performance of any of its obligations under this agreement, and

3.13.3 could not reasonably have been foreseen or provided against.

3.13.4 This provision includes war, riots, fire, flood, hurricane/typhoon, earthquake, explosion, strikes, lockouts, slowdowns, prolonged shortage of fireworks supplies, embargos on fireworks, and acts of state or governmental action prohibiting or impeding any party from performing its respective obligations under the contract.

3.13.5 This provision does not excuse performance for failure or delay resulting from only general economic conditions or other general market effects.

3.14 TARIFFS: In the event, a tariff is imposed on goods involving fireworks supplies in the United States during the contract term, the City will accept a pass-through cost relating to that increase of pricing, provided that Proposer notifies the City when it becomes aware of new tariffs being levied, AND provides clear documentation of the tariff costs, applicability to the awarded vendor's suppliers, and how the tariff applies to the products used for the City of Fort Walton Beach fireworks display. The City will have the final and sole decision as to whether proceed, with the additional costs. Also see Section 3.11.2.

3.15 SITE VISIT – Prospective Proposers may request a site visit / inspection by contacting the Purchasing Agent as listed in Section 4.13.

3.16 PRE-SUBMISSION MEETING: NONE.

3.17 RFP SCHEDULE: The following identifies the RFP process schedule:

| RFP PROCESS | DATE |
|---|-------------------|
| Request for Proposals Issued | January 07, 2020 |
| Proposals Due | February 6, 2020 |
| Evaluation Committee Meeting (tentative date) | February 19, 2020 |
| City Council Award (tentative date) | March 14, 2020 |
| Contract signature finalized | April 1, 2020 |
| Performance Due | July 4, 2020 |

3.12.1 The City reserves the right to change and/or delay scheduled dates.

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4.0 SUBMISSION REQUIREMENTS - The City asks that proposals submitted include the following items:

4.1 Proposer's background, industry experience & number of years in pyrotechnics.

4.1.1 Submit all forms included within this bid document.

4.1.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the RFP, **and should not exceed 10 pages in length** (not including required forms):



PROPOSAL SHOULD INCLUDE (at a minimum):

- A full & clear description of design of a 15-18-minute fireworks display as proposed on the price sheet;
- Satisfaction of licensing, insurance and staffing requirements required in the RFP;
- Discussion of safety measures employed; safety record;
- Information on key personnel to be used for this event.
- Size of company; years in business as a professional firm providing commercial pyrotechnical services.

4.1.3 **Submit one (1) original (marked original on the cover) and four (4) complete, individually bound, identical copies of their proposal, along with one (1) electronic copy (thumb-drive or CD).** Electronic copy must be identical to hard copy.



4.1.4 POINT OF CONTACT – See Section 4.13.

4.2 SIMILAR PROJECTS & REFERENCES: Proposer shall supply a list and description of at least four (4) similar projects over the past five (5) years, along with the contact information of the client. See Page 7.

4.3 REQUESTS FOR ADDITIONAL INFORMATION: During the proposal evaluation, the City of Fort Walton Beach reserves the right to request additional written information to assist in the evaluation of these qualifications.

4.4 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS: The City reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

4.5 INCURRED EXPENSES: The City is not responsible for any expenses that proposers may incur in preparing and submitting proposals called for in this RFP.

4.6 INTERVIEWS: A formal oral presentation may be required of each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's proposal or to exhibit or otherwise demonstrate the information contained therein.

4.7 PROPOSALS BINDING: All proposals submitted shall be binding for ninety (90) calendar days following the proposal opening.

4.8 ALTERNATE PROPOSALS: An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of the RFP, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal. Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation. The City will, during the initial evaluation process, consider all alternate proposals submitted.

4.9 ADDENDUM AND AMENDMENT TO REQUEST FOR PROPOSALS: If it is necessary to revise or amend any part of this RFP, the Purchasing Agent will post the addendum on the Florida Proposal System website at www.BidNetDirect.com and/or on the City's website at www.fwb.org/rfps. It is the Proposer's responsibility, prior to submitting a proposal, to ascertain if any addenda have been issued, to obtain all such addenda, and to return any executed addenda with the proposal (or complete and sign addenda acknowledgement form). The failure of a Proposer to submit acknowledgment of any addenda that materially affects the proposal is considered a major irregularity and will be cause for rejection of the proposal.

4.10 PROPRIETARY INFORMATION: In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that RFP's and the responses thereto are public records and subject to public inspection. If a proposer believes that any information contained in a proposal is confidential or proprietary and exempt from public disclosure, the proposer shall identify specifically any such information contained in their proposals and cite specifically the applicable exempting law.

4.11 PROPERTY OF THE CITY: All proposals received from proposers in response to this RFP will become the property of the City of Fort Walton Beach and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

4.12 CONTRACT AWARD: The Proposer's proposal must be complete to be considered for award.

4.12.1 The City reserves the right to qualify, accept, or reject any or all proposers as deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposals.

4.12.2 The City of Fort Walton Beach reserves the right to accept any submittal, or any part or parts thereof, or to reject any and all submittals.

4.12.3 It is the City's intent to make an award within sixty (60) working days of the proposal due date.

4.12.4 Award, if made, will be in accordance with the terms and conditions herein and shall be in the form of a Contract.

4.13 RESPONSE TO SCOPE OF SERVICES:

4.13.1 POINT OF CONTACT - **PURCHASING AGENT CONTACT INFO:**

All Respondents shall direct all communications and inquiries to:

Giuliana Scott, Purchasing Agent
City of Fort Walton Beach
105 Miracle Strip Pkwy. SW
Fort Walton Beach, FL 32548
Phone: (850) 833-9523
Fax: (850) 833-9643
Email: gscott@fwb.org

4.13.2 Contact Restrictions for Proposers: All questions or requests for additional information regarding this proposal **MUST** be directed to the designated Purchasing Agent indicated above. Prospective Proposers shall not contact any member of the City Manager’s Office or other City employees regarding this proposal prior to award recommendation by City Council and posting of the final tabulation on the City’s Website at www.fwb.org/rfps. Any such contact shall be cause for rejection of your proposal. **SEE SEC. 5.8 for accepted way to submit questions and contact the City.**



4.13.3 **Cut out and use the label printed here, and affix to your OUTER sealed bid envelope to identify it as a “Sealed Bid”.**



| |
|--|
| <p>Deliver to: Purchasing Agent – City Hall Annex Building City of Fort Walton Beach 105 Miracle Strip Pkwy SW Fort Walton Beach, FL 32548</p> <p>SEALED BID DO NOT OPEN</p> <p>SEALED RFP#: 20-003</p> <p>RFP TITLE: Annual Municipal Fireworks Display</p> <p>DUE DATE/TIME: 02/6/2020 2:30 PM – Central Time</p> |
|--|

4.14 RFP DOCUMENTS: **The Proposer shall examine this RFP carefully.** Ignorance of the requirements will not relieve the Successful Proposer from liability and obligation under the contract.

4.15 VENDOR PROTESTS: Proposers or Respondents who do not agree with the City Council’s recommendation for award are afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division within three (3) business days after City Council award.

4.16 NEGOTIATIONS

- 4.16.1 The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.
- 4.16.2 The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

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5.0 EVALUATION OF PROPOSALS - It is intended that one firm shall be selected to perform professional services on behalf of the City of Fort Walton Beach for the annual public fireworks display. The City of Fort Walton Beach's representatives will rank each prospective firm in order of preference, based upon items addressed in the qualifications that are received. The City of Fort Walton Beach, through its representatives, will negotiate with the highest ranked prospective firm. The firm retained serves at the discretion, direction and the pleasure of the City of Fort Walton Beach.

5.1 Selection Committee – An evaluation committee will be formed to review, score, and rank all proposals. Proposals will be evaluated to determine those that best meet the needs of the City. After review of all proposals (and interviews if required) the selection committee will score each proposal based on the assigned evaluation criteria.

5.2 Evaluation Committee Meeting - The Selection Committee will meet at 10:00 a.m. February 19, 2020 (tentative date) in the City Hall Annex Building - Training Room located at 105 Miracle Strip Parkway SW, Fort Walton Beach FL 32548.

5.3 Rating System - The Selection Committee will rate all proposals utilizing the Weighted Rating System (see Section 5.7). The sum of the Total Weighted Ratings assigned by the committee members will be used to rank the proposals.

5.4 Presentation/Interview: At the sole option of the City, the top scoring firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal.

5.5 The top ranked proposer with the highest Total Weighted Score will be recommended for award to the City Council. The City Council will accept the recommendation to award to the highest ranked firm, or to reject all proposals.

5.6 Evaluation Criteria: Proposals will be evaluated by the City of Fort Walton Beach's Evaluation Committee using the following criteria:

- 5.6.1 In-house capabilities of Proposer to provide design & services requested.
- 5.6.2 Expertise, training & licensing of key personnel assigned to the event.
Number of years in business as commercial pyrotechnics company.
- 5.6.3 Safety precautions demonstrated within proposal, showing measures taken for safety of the public and personnel, during transport, set up, performance and clean up, as well as quality control of fireworks materials used.
- 5.6.4 References from past and present clients to include the following:
 - 5.6.4.1 Ability to meet deadlines.
 - 5.6.4.2 Quality of performance promised.
 - 5.6.4.3 Overall quality of work for set up & take down.
- 5.6.5 Estimated pricing based on the Pricing Sheet (Pg. 33).
- 5.6.6 State Certification of specific categories. See Section 2.14.
- 5.6.7 Local Merchant Preference. See Section 2.13.

5.7 EVALUATION CRITERIA SCORING:



| | EVALUATION CRITERIA | WEIGHT | (0 – 5) SCORE | WEIGHTED SCORE |
|---|---|---------------|--------------------------|---------------------------|
| 1 | Capability of Proposer to fulfill Scope of Work and Special Conditions | 20% | | |
| 2 | Expertise & training of key personnel; licenses; # of years in business | 15% | | |
| 3 | Safety Protocols – Training, certification; procedures | 20% | | |
| 4 | References – quality, timeliness, professionalism, past performance | 25% | | |
| 5 | Pricing / Fireworks Display Design | 10% | | |
| 6 | State Certified MBE/WOB/SDVOB/VOB (Rated 0 or 5 points) | 5% | | |
| 7 | Local Merchant Preference (Rated 0 or 5 points) | 5% | | |
| | TOTAL: | 100% | | |

* Ratings:

- 0 - Not responsive; Included no information on the subject criteria
- 1 - Poor
- 2 - Fair
- 3 - Average,
- 4 - Good
- 5 - Excellent/Superior

5.7.1 The above criteria is provided to assist the Proposers in the allocation of their time and efforts during the submission process. It also guides the Evaluation Committee during the ranking of proposers by establishing a general framework for those discussions. Past performance of Proposers' services may also be included in determining recommendation for award.

5.7.2 **REQUESTS FOR ADDITIONAL INFORMATION:** During the proposal evaluation, the City of Fort Walton Beach reserves the right to request additional written information to assist in the evaluation of these qualifications.

5.8 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS PROHIBITION OF COMMUNICATION

5.8.1 To ensure fair consideration for all proposers, the City prohibits communication to or with any department, or employee except the Purchasing Agent during the submission process, except as provided below.

- 5.8.2 Point Of Contact - The Purchasing Agent, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the evaluation committee to properly and accurately rate the proposals.
- 5.8.3 Discussion Of Proposals – The Purchasing Agent, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.
- 5.8.4 Questions - Proposer shall address any questions regarding the proposal process to the Purchasing Agent, in writing and in sufficient time before the period set for the receipt and opening of proposals. Inquiries received within ten (10) days of the date set for receipt of proposals may not be answered or given any consideration. The Purchasing Agent shall issue any interpretation for a proposer in the form of an addendum to the specifications. If an addendum is issued, the Purchasing Agent will convey that addendum to all proposers no later than five (5) days prior to the date set for receipt of proposals.
- 5.8.5 **Additionally, the City prohibits communications initiated by a proposer to the City official, employee or committee member evaluating or considering the proposals prior to the time an award decision has been made.** If a proposer initiates communications, that act may be grounds for disqualifying the proposer from consideration for award of the proposal.



5.9 RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA - All proposers must contact the Purchasing Agent prior to submitting a proposal to determine if any addenda have been issued, to obtain all such addenda, and to return, if necessary, any executed addenda with the proposal.

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6.0 – RFP #20-003 - PRICING SHEET

| Section 6.1 --- RFP #20-003 - PRICING SHEET - Include sheet with proposal. | | | | |
|--|-----------------|-------------|--|-----------------------|
| VENDOR NAME: | | | | |
| City of Fort Walton Beach - Annual Public Fireworks Display | | | | |
| Item No. | Quantity | Unit | Description | Per Year TOTAL |
| 1 | 1 | Lump Sum | 15-18 minute Display (Design, labor & performance) | \$ |
| 2 | 1 | Lump Sum | Cost for barge, push boat fees | \$ |
| | | | | |
| | | | TOTAL: | |
| Alternate Programs | | | | |
| 1A | 1 | Lump Sum | 20-minute Display (Design, labor & performance) | \$ |
| 1B | 1 | Lump Sum | 25-minute Display (Design, labor & performance) | \$ |
| | | | | |
| NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS ON THIS PAGE. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID. | | | | |

1. FOB Point: **Delivered**
2. Terms of Payment: (e.g. Net 45) _____

Recheck your quotations prior to submission. Proposals may not be changed after being opened.

Exhibit A Site Map

See document posted as Exhibit A on www.fwb.org/rfps or at www.BidNetDirect.com.

CITY OF FORT WALTON BEACH, FLORIDA

NOTICE TO PROPOSERS

BID NUMBER: RFP# 20-003

Date: January 7, 2020

The City of Fort Walton Beach will accept sealed proposals at City Hall Annex until February 6, 2020, at 2:30 PM, CST, at which time all bids received will be opened and read aloud at City Hall Annex Building, Training Room, 105 Miracle Strip Parkway SW, FL 32548 for the following:

RFP 20-003 – Annual Public Fireworks Display

Copies of Proposal Provisions and Forms may be found at the Florida Bid System website at www.BidNetDirect.com/Florida (registration required) or at the City of Fort Walton Beach website at www.FWB.org/rfps.

Additional technical information relative to this proposal may be obtained from Giuliana Scott, Purchasing Agent, at (850) 833-9523 or gscott@fwb.org during normal business hours.

The City of Fort Walton Beach reserves the right to waive informalities in any bid; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope: **RFP 20-003 – Annual Public Fireworks Display**

Note: Any bidder failing to mark the outside of the envelope, as set forth herein may not be entitled to have his bid considered.

Address responses and deliver to:

Purchasing Agent
City of Fort Walton Beach
105 Miracle Strip Parkway, SW
Fort Walton Beach, FL 32548

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail clerk@fwb.org.