

Invitation to Bid

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157



TITLE:

Fourth of July Fireworks Display

ITB NO.:

1819-12-005

DUE DATE:

Thursday, January 31st, 2019 at 3:00pm (Municipal Building)

ISSUED:

Wednesday, January 9th, 2019

CONTACT PERSON:

Fanny Carmona
Director, Parks and Recreation Department
FCarmona@palmettobay-fl.gov

Procurement Specialist
Litsy C. Pittser
Procurement Division
Village Manager's Office
LPittser@palmettobay-fl.gov

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SECTION 1.0: Advertisement



Village of Palmetto Bay

INVITATION TO BID (ITB)

Fourth of July Fireworks Display

No. 1819-12-005

The Village of Palmetto Bay is currently soliciting bids from qualified companies to provide the fireworks display service to the Village of Palmetto Bay's Fourth of July Celebration.

Sealed bids will be received by the Village Clerk at, 9705 E. Hibiscus Street, Municipal Building, Palmetto Bay, Florida 33157, **no later than 3:00 p.m. on or before Thursday, January 31st, 2019** at which they will be publicly opened and announced.

To be considered, all interested parties must request a copy of the bid document(s) which can be downloaded off the Village website <http://www.palmettobay-fl.gov> under Bids and ITB's. Documents will be available to download on **Wednesday, January 9th, 2019 by 9:00am**. Please submit an original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled **Fourth of July Fireworks Display "ITB # 1819-12-005"**. The respondent shall bear all costs associated with the preparation and submission of the response to this bid.

The Village reserves the right to reject any and all bids, to terminate the process at any time and recommence it at a later time from the beginning, to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village. Interested, qualified Companies can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at LPittser@palmettobay-fl.gov.

SECTION 2.0:

Introduction

General

The Village of Palmetto Bay hosts a Fourth of July celebration annually for their residents and neighboring patrons. This celebration has become a part of our community coming together with family and friends. The Village provides music entertainment, food and artisan vendors and entertainers. The celebration starts at approximately 6:00pm with the finale at 9:00pm with a spectacular firework show. The responsive Vendor shall need to compose a firework show, synchronized to music for no less than 15 minutes. Vendors shall be responsible for all labor, machinery, tools, and means of transportation, supplies, equipment materials, insurance and incidentals necessary to perform the fireworks display show. The Village's budget is approximately \$ 18,000.00 with a minimum of 6,000 shells. The awarded Vendor will sign a contract for three (3) years with an option to extend the contract per year not to exceed a total of five (5) consecutive years.

Estimated Schedule

The Village anticipates that ITB activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the Village.

Invitation to Bid Legal Advertisement January 9th, 2019

Last Date for Submittal of Written Questions January 25th, 2019 3:00pm
Prior to Bid Due Date

Bids Due January 31st, 2019 3:00pm or earlier

Attn: Missy Arocha, Village Clerk
Village of Palmetto Bay
Municipal Building
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

The Village of Palmetto Bay has the right to change or postpone dates if deemed necessary

END OF SECTION

SECTION 3.0: Terms and Conditions for Receipt of Bids

3.00 Requirement to Meet All Provisions

Each Vendor submitting a bid (Vendor) shall meet the terms and conditions of the Invitation to Bid (ITB) specifications package to the satisfaction of the Village. By virtue of its bid submittal, the Vendor acknowledges agreement with and acceptance of all provisions of the ITB specifications.

3.01 Errors and Omissions in ITB

Vendors are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Vendors are to promptly notify the Village's Procurement Specialist, in writing, if the Vendor discovers any ambiguity, discrepancy, omission, or error in the ITB or forms. Any such notification should be directed to the Procurement Specialist (LPittser@palmettobay-fl.gov) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of bid. Modifications and clarifications will be made by addenda as provided below.

3.02 Inquiries Regarding ITB

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing and shall only be directed to:

Mrs. Litsy C. Pittser
Procurement Specialist
Procurement Division – Village Manager's Office
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: LPittser@palmettobay-fl.gov

Oral information is not binding on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation.

Last date for question submittal is Friday, January 25th, 2019 at 3:00pm.

3.03 Addenda to ITB

The Department may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the ITB for bid purposes. The Department will make reasonable efforts to notify Vendors in a timely manner of modifications to the ITB. Notwithstanding this provision, the Vendor shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted.

Each respondent should acknowledge receipt of any addenda by indicating same in their bid submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the bid herein. Failure to acknowledge any addenda may cause the bid to be rejected.

3.04 Bid Withdrawal and Opening

A Vendor may withdraw their bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the bid package will be returned to the Vendor unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Vendors who withdraw their bids prior to the designated date and time may still submit another bid if done in accordance with the proper time frame. If the Vendor chooses to withdraw their bid after the Vendor has been granted the award, there will be fees that will be incurred to the Vendor as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All bids will be opened and declared publicly. Vendors or their representatives are invited to be present at the opening of the bids.

3.05 Revision of Bid

At any time during the submittal evaluation process, the Department may require a Vendor to provide written clarification of its submittal.

3.06 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bid, or bid procedure;
- Reject any or all submittals;
- Reissue a Request for Bids; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures to include committees or examiners, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals.
- Bids received after the deadline will not be considered.
- Any late withdrawal from a Vendor that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Vendor.

3.07 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or act on account of any failure by a Vendor to observe any provision of this ITB.

3.08 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the “Cone of Silence.”

The Cone of Silence ordinance is available at:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinance?s?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI.

Any communication regarding this solicitation shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein.

Communication between a potential vendor, service provider, Contractor, lobbyist, or Vendor and the Procurement Specialist named herein Vendor solicitation is exempt from the Vendor. Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.09 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Vendor prior to the execution of a contract, including but not limited to costs incurred by the Vendor as a result of preparing a response to this ITB.

Vendors are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Vendor’s risk.

3.10 Certification

The signer of the Response (to this ITB) must declare by signing all the required forms included under Section 6.0:

1. Drug-Free Workplace Certification
2. Sub-Contractor/Vendor List
3. References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Ownership Disclosure Affidavit
10. Conformance with OSHA Standards
11. Anti-Kickback Affidavit
12. Statement of Vendor Past Contract Disqualifications

3.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection. Vendors are bounded by the same public records and therefore shall keep their records as well.

3.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Vendor is awarded.

3.13 Insurance

Upon Village's notification of award, the Vendor shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Errors and omissions or Vendor liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Vendor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Vendor of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Vendor fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Vendor

shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Vendor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. If expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.14 Accounting

The Vendor shall submit invoices detailing the services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order number and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

3.15 Statement of Contract Disqualifications

Each Vendor shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.16 Submittal of One Bid Only

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one bid, except an alternative bid when specifically requested; however, an individual or business entity that has submitted a sub-bid to a Vendor submitting a bid, or who has quoted prices on materials to such Vendor, is not thereby disqualified from submitting a sub-bid or from quoting prices to other Vendors submitting bids.

3.17 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Vendor. This page shall then be attached to these documents and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall

require the Vendor to comply with the term and/or condition of the solicitation to which Vendor took exception. Failure to comply may be cause for rejection of the bid.

3.18 Non-Appropriation of Funds

The Village of Palmetto Bay reserves the right to terminate in whole or in part the contract if sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

3.19 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

3.20 Litigation

All Vendors shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Vendor, any of its employees, or sub-Contractor has been involved in within the last three (3) years.

3.21 Sub-Contractor

If any Vendor submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting Vendor(s) must be clearly disclosed in the bid. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of the Village of Palmetto Bay.

3.22 Indemnification

The Vendor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this solicitation and the performance of the agreement by the Vendor or its employees, agents, servants, partners, principals or sub-Contractor. The Contractor/Vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

3.23 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new. The items ITB must be new, the latest model, of the best quality, and highest-grade workmanship.

3.24 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on

www.municode.com:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.25 Force Majeure

The performance of any act by the Village or Vendor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to decide to cancel the venue, postpone the fireworks show or delay once weather is cleared.

3.26 Work Delays

Should the Vendor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, whereas the Village will have the authority to delay the fireworks show due to weather by postponing it until weather clears, but shall have the show on July Fourth.

3.35 Bid Guaranty - Not Applicable.

END OF SECTION

SECTION 4.0: Scope of Services

4.00 Scope of Work

The Village of Palmetto Bay holds an annual Fourth of July event for its residents and neighboring patrons. The celebration starts at 6:00pm and ends at 9:00pm with a firework display of about 15-25 minutes. The Village also holds a concert during the day, once the time draws near to 9:00pm, there shall be a smooth transition from the ending of the concert tying into the fireworks display. **During the firework display, there shall be no “dead air” time.** Professional and creative use of air space must always be observed. It is the intent of the Village of Palmetto Bay that during the fireworks display show that the skies are filled with color, sound and pyrotechnic displays to excite and awe the viewers.

Attached to this ITB there is a site plan where the firing will be conducted. **(Exhibit A)**

Scope of Work – Intended:

- Have a display ranging from opening, intermediate and finale
- All fireworks shall be synchronized to music; the awarded Vendor shall work with the Village to coordinate the music soundtrack for the fireworks display.
- The minimum amount of shells shall be 6,000
- The qualified Vendor shall require furnishing an appropriate number of personnel qualified to operate the mortars and support facilities. There shall always be one supervisor.
- Radio contact shall be utilized between the Vendors’ personnel and the Village staff, the Parks and Recreation Department will furnish the radios the day of the event.
- The Vendor shall start setting up the day before the celebration on July 3rd. there shall be a pre-setup meeting with the Village scheduled in advance before the event.
- Awarded Vendor shall store the fireworks, as approved by Miami-Dade Fire Department; Vendor will need to secure all permits on federal, state and local level.
- Awarded Vendor must be prepared for inspection the day of the event July 4th
- Set-up can be arranged two days before the event
- The awarded Vendor shall be responsible for the electricity on site

Scope of Work – Deliverables:

As part of this ITB, there is a price bid sheet for opening, intermediate and finale show, aside from the required forms, this “Price Bid Sheet” shall be part of your submittal. It will be included as **(Exhibit B)**.

END OF SECTION

SECTION 5

5.0 Evaluation and Content of Bids

The Bids will be graded based on:

- | | |
|----|---|
| 40 | Project Scope Deliverables “Price Bid Sheet” (Exhibit B) |
| 25 | References |
| 35 | Safety Performance (Any incidents shall need to be reported). |

100 Total Available Points

5.1 Preparation of Bids:

1. Contractor/Vendor will need to provide (1) copy, (1) original and an electronic copy of their bid either CD or flash drive. All copies must contain all the mandatory and any optional materials associated with the scope of this ITB. Additional copies may be requested by the Village at their discretion.
2. Sealed Bids will be submitted in one package marked “Fourth of July Fireworks Display)” ITB 1819-12-005 to include the name of company, address, and contact person and phone number.

3. The package with the bids inside should be sent to:

Ms. Missy Arocha, Village Clerk
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

All Vendors are reminded that it is the sole responsibility of the Vendor to ensure that their Bid is time stamped in at Village Hall prior to **3 p.m., local time, on January 31st, 2019**. The Village’s time/date stamp will be considered as the official time. Failure of a Vendor to submit their Bid and ensure that their Bid is time stamped prior to the time stated above shall render a Vendor to be deemed non-responsive and the Bid shall not be considered for award.

4. All required signatures shall be manual, in **blue ink** of an authorized representative who has the legal authority to bind the Vendor in contractual obligations. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by Vendor to any part of the Bid document shall be initialed in ink. Failure to manually sign the appropriate Bid forms will disqualify the Vendor and the Bid will not be considered.

Bids by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

END OF SECTION

SECTION 6.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two 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:

- 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' 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.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee 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 abuse 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 this section.

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

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

SUB-CONTRACTOR LIST

Vendor shall list all proposed Sub-Contractor to be used on this project if they are awarded the Contract.

Classification of Work	Sub-Contractor Name	Address	Telephone and Fax

END OF SECTION

REFERENCES

Each bid must be accompanied by a list of at ***least three (3)*** references, which shall include all the information requested below:

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM



Solicitation Information: ITB# 1819-12-005 Fourth of July Fireworks Display

Name of Bidder: _____

To Whom it May Concern,

The above reference vendor has submitted a response to a bid solicitation that was issued by the Village of Palmetto Bay. The Bidder has provided your information as a reference with their Bid submission and by providing you with this document we are requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work:

Initial Value of Contract: _____ Final Value of Contract: _____

Was the work performed timely: ____ Yes ____ No

Was the work performed to acceptable quality standards: ____ Yes ____ No

Would you enter into a contract with the vendor in the future? ____ Yes ____ No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? ____ Yes ____ No

Were there any incidents that were unsafe due to negligence: ____ Yes ____ No If Yes, Please explain below or on a separate sheet in detail.

Comments:

Name of Public Entity/Company:

Continued next page.

Name of Individual completing this form:

Signature: _____ Title:

Telephone: _____ Email:

Thank you for your support in helping us evaluate our solicitation responses. You may fax or email to (305)259-1290 or Lpittser@palmettobay-fl.gov.

Sincerely,
Litsy C. Pittser, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Contractor/Vendor warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Contractor/Vendor warrants that they have read, understand and are willing to comply with all the requirements of the ITB and the addendum/ addenda nos.

C. Contractor/Vendor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Contractor/Vendor warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Contractor/Vendor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Vendor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Vendor warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Vendor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Vendor, if the Vendor is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Contractor/Vendor: _____

Date: _____

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

_____being first duly sworn, deposes and says
that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
_____the Vendor that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid
and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or a sham Bid;
- (4) Neither the said Contractor/Vendor 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 Vendor or person
to submit a collusive or sham response in connection with the work for which the attached Bid
has been submitted, or to refrain from responding in connection with such work, or have in any
manner, directly or indirectly, sought by agreement or collusion, communication, or conference
with any Vendor or person to fix this Bid or to secure through any collusion, conspiracy,
connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any
person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

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 OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By _____

For _____

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 - S.S. # _____)

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 any 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 any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

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 or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

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

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

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or 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 the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in _____ management _____ of _____ any _____ entity.

Signed, sealed and delivered In the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

Continued next page.

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, 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: _____ - _____ - _____.)

I, being duly first sworn state: That the above named Vendor, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any Sub-Contractor, or third party Contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 29 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(VENDOR / CONTRACTOR DISCLOSURE)

Contractor or Vendor hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Contractor or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Contractor. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Contractor. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Contractor or Vendor recognizes that with respect to this transaction or bid, if any Contractor or Vendor violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Contractor or Vendor may be disqualified from furnishing the goods or services for which the bid or bid is submitted and may be further disqualified from submitting any future bids or bids for goods or services to Village.

Accordingly, Contractor or Vendor completes and executes the Business Entity Affidavit form below. The terms "Contractor" or "Vendor," as used herein, include any person or entity making a bid herein to Village or providing goods or services to Village.

I, _____ being of 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 Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

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

Continued next page.

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

Street Address Suite Village State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. 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:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than Sub-Contractor, 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 are (Post Office addresses are not acceptable), as follows:

Continued next page.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We _____ (Contractor/Vendor),
hereby acknowledge and agree that we, as the Prime Vendor for Village of Palmetto Bay, Village
of Palmetto Bay _____, ITB# **1819-12-005**, as specified,
have the sole responsibility for compliance with all the requirements of the Federal
Occupational Safety and Health Act of 1970, and all State and local safety and health
regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any
and all liability, claims, damages losses and expenses they may incur due to the failure of :

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

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 Palmetto Bay, its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Continued next page.

NOTARY PUBLIC

SEAL OF OFFICE:

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

- o Personally known to me, or
- o Produced identification:

(Type of Identification Produced)

- o Did take an oath or
- o Did not take an oath.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Contractor/Vendor shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, if yes, explain the circumstances.

Executed on _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION 7.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Vendor

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Fourth of July Fireworks Display
ITB No. 1819-12-005 in accordance with Contract Documents
as prepared by the Village

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Bid of: _____
Dollars (\$_____) submitted to the Village of Palmetto Bay (Owner) on
_____ (Date).

At this time the Manager will present selection to Council and contract approval. Once this has been done, we will generate two (2) copies of said contract for your signature.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:
Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Contractor/Vendor

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Fourth of July Fireworks Display
ITB No. 1819-12-005 in accordance with Contract Documents
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. The Commencement date is _____, 20 . The contract is for three (3) years with a 2 (1) year options with approval by the Village and the Vendor.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Director of Parks and Recreation will be responsible to assure that said Vendor is complying within the scope of this ITB.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

SECTION 8.0: Agreement

VILLAGE OF PALMETTO BAY

Fourth of July Fireworks Display

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as “Village”), and _____ authorized to do business in the State of Florida, (hereinafter referred to as “Vendor” and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Invitation for Bid (“ITB”) on _____, and

WHEREAS, Vendor submitted a Bid dated _____ in response to the Village’s request, and

WHEREAS, at a meeting held on _____, the Village Council awarded the Vendor and agreed to enter into an Agreement with Vendor to perform the services described in the ITB and Vendor’s Bid submitted in response to the ITB (“Services”),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Bid Documents prepared by the Village for Fourth of July Fireworks ITB No. 1819-12-005 (Exhibit 1).

(ii) Bid for the Village of Palmetto Bay prepared by Vendor dated _____. (Exhibit 2).

All exhibits may also be collectively referred to as the “Documents”. In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

A. This Agreement

B. Exhibit 1

C. Exhibit 2

Article 2 Scope of Work

A. Vendor agrees to provide the Goods and Services (hereinafter inclusively referred to as the “Goods and Services”) as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2.

B. Vendor represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each: and (iv) the Services will be performed in the manner described in Exhibit 1.

Article 3 Qualifications

Vendor and the individual executing this Agreement on behalf of the Vendor warrant to the Village that the Vendor is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Vendor possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Vendor acknowledges that due to the nature of this contract, that Vendor must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Vendor shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4 Payment and/or Fees

The Vendor shall submit invoices detailing the good and services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order number and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E Hibiscus Street, Palmetto Bay, FL 33157.

Article 5 Reports

A. Prior to commencement of operations under this Agreement, the Vendor shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Vendor under this Agreement.

B. For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Village Manager.

Article 6 Termination

A. Termination/Cancellation of Contract Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Vendor of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Vendor's performance). Termination or cancellation of the contract will not relieve the Vendor of any obligations or liabilities resulting from any acts committed by the Vendor prior to the termination of the contract.

B. Termination Because of Default

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Vendor of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

Article 7 Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Vendor agrees that in the event this Contract is terminated for the Village's breach, the damages that Vendor may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

Article 8 Term of Goods and Services

Term relating to the goods and services shall commence upon the date of execution hereof and shall remain in effect for a period of three (3) years with an option to renew at the Villages request, every year after contract expires but will not exceed more than five (5) consecutive years, or until terminated by the Village as herein set forth. This option will only be exercised by the Village when such continuation is clearly in the best interest of the Village. Should the Village exercise its option to continue this agreement, an updated insurance certificate will be needed annually.

Article 9 Audit

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Goods and Services by the Vendor under this Agreement, audit, or cause to be audited, those books and records of Vendor which are related to Vendor's performance under this Agreement. Vendor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

Article 10 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Vendor. The Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Vendor authorized to use the Village's Tax Exemption Number in securing such materials.

The Vendor shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 11 Indemnification

Vendor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Vendor or its employees, agents, servants, partners, principals or sub-Vendors. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Vendor shall in no way limit the responsibility to

indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 12 Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Vendor. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- errors and omissions or Vendor liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Vendor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Vendor of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Vendor shall be verbally notified of such

deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Vendor fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Vendor shall be in default of the contractual terms

and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Vendor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. If expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

Article 13 Modification/Amendment

This writing and exhibits contain the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 14 Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 15 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 16 Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any

subsequent breach by Vendor of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Vendor requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Vendor, whether or not similar to the act so consented to or approved.

Article 17 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Vendor:

Edward Silva, Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 18 Independent Vendor

Vendor is and shall remain an independent Vendor and is not an employee or agent of the Village. Services provided by Vendor shall be by employees of Vendor and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Vendor shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during their employment with Vendor. The rights granted to Vendor hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Vendors to perform services including those hereunder.

Article 19 Assignment

The Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Vendor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Vendor from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without

the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Vendor to the Village. None of the work or services under this Contract shall be subcontracted unless the Vendor obtains prior written consent from the Village. Approved Sub-Contractor shall be subject to each provision of this Contract and the Vendor shall be responsible and indemnify the Village for all Sub-Contractor's acts, errors or omissions.

Article 20 Prohibition Against Contingent Fees

Vendor warrants that it has no employees or retained any Contractor or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Vendor, corporation, individual or Vendor, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 21 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Vendor all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 22 Conflict of Interest

Vendor agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 23 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 24 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 25 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 26 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 27 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 28 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 29 Jurisdiction and Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 30 Sovereign Immunity and Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 31 Permits, Licenses and Filing Fees

The Vendor shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Vendor's work.

Article 32 Safety Provisions

The Vendor shall conform to the rules and regulations pertaining to safety established by OSHA and the Florida Division of Industrial Safety. Miami-Dade Fire Department, FAA and any safety measures deemed necessary by industry standards.

Article 33 Public and Employee Safety

Whenever the Vendor's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

Article 34 Preservation of Village Property

The Vendor shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Vendor's operations, it shall be replaced or restored at the Vendor's expense. The facilities shall be replaced or restored to a condition as good as when the Vendor began work.

Article 35 Immigration Act of 1986

The Vendor warrants on behalf of itself and all sub-Vendors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 36 Vendor Non-Discrimination

In the award of subcontracts or in performance of this work, the Vendor agrees that it will not engage in, nor permit such sub-contractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 37 Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Vendors are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its bid, the Vendor and all sub-contractors

named in its bid shall bear sole responsibility for bid preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Vendor to inquire prior to bid submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Vendor. An ambiguity or defect shall be considered patent if it is of such a nature that the Vendor, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Vendor or sub-contractors to notify Village in writing of specification defects or ambiguities prior to bid submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the bid.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Vendor to achieve the project's objective or standard beyond the amounts provided therefore in the bid.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Vendor shall immediately notify the Village in writing, and the Vendor and all sub-Vendors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Vendor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 38 Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 39 Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Continued next page.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

Village of Palmetto Bay

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

BY _____

Edward Silva

Print Name

Village Manager

Title

ATTEST

Missel Arocha
Village Clerk

APPROVED AS TO FORM BY

Village Attorney

VENDOR

ADDRESS

BY _____

Print Name

Title

Witness

Print Name

Exhibit A

Site of Fireworks Display

(A separate .pdf file is included with this ITB)

Exhibit B

(A separate .pdf file is included with this ITB)