

**CITY OF GREENACRES**  
**PALM BEACH COUNTY, FLORIDA**



**REQUEST FOR PROPOSAL**  
**FIREWORKS DISPLAY**  
**RFP NO. 25-003**

DEPARTMENT OF PURCHASING



**CITY OF GREENACRES, FLORIDA**  
**ADVERTISEMENT FOR PROPOSALS**  
**FIREWORKS DISPLAY**

**RFP NO. 25-003**

The City of Greenacres, Florida is soliciting proposals from experienced and qualified vendors to provide a Fireworks Display for the City's annual 4th of July celebration.

Proposals must be submitted online through DemandStar on or before **Wednesday, April 9, 2025 at 3:00 PM.**

Proposers desiring copies of the RFP document for use in preparing a proposal may obtain a set of such documents from DemandStar at [www.demandstar.com](http://www.demandstar.com).

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the agreement to that proposer whose proposal best complies with the proposal specifications. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of ninety (90) days. Once opened, proposals become a record of the City and will not be returned to the proposers.

Monica Powery, CPPB  
Director of Purchasing

Dated: March 9, 2025  
Published: Palm Beach Post



**CITY OF GREENACRES**  
**REQUEST FOR PROPOSALS**  
**FIREWORKS DISPLAY**  
**RFP NO. 25-003**

**TABLE OF CONTENTS**

<b><u>Subject</u></b>	<b><u>Page Number</u></b>
Cover .....	1
Advertisement .....	2
Table of Contents .....	3
 <b><u>SECTION I – GENERAL TERMS AND CONDITIONS</u></b>	
General Terms and Conditions .....	4
 <b><u>SECTION II – SPECIAL TERMS AND CONDITIONS</u></b>	
Special Terms and Conditions .....	10
 <b><u>SECTION III – SCOPE OF WORK</u></b>	
3-1. Background .....	15
3-2. Scope of Work .....	15
3-3. Public Safety Requirements .....	17
 <b><u>SECTION IV – EVALUATION AND AWARD PROCESS</u></b>	
4-1. Process Timetable .....	19
4-2. Review of Proposals .....	19
4-3. Evaluation Process .....	19
4-4. Evaluation Criteria .....	20
4-5. Final Selection .....	20
 <b><u>SECTION V – REQUIREMENTS FOR PROPOSAL PREPARATION</u></b>	
5-1. Proposal Format and Content .....	21
5-2. Proposal Checklist .....	23
 <b><u>SUBMITTAL FORMS/ATTACHMENTS</u></b>	
Proposal Form .....	24
Proposer Qualifications .....	25
Site Inspection Form .....	26
Professional References .....	27
List of Proposed Subcontractors .....	28
Drug-Free Workplace Certification .....	29
Scrutinized Companies .....	30
E-Verify Acknowledgement .....	31
Non-Collusive Affidavit .....	32
Affidavit of Compliance with Anti-Human Trafficking Laws .....	34
Notice of Request for Proposals / Statement of Non-Response .....	35
Sample Proposal Evaluation Sheet .....	Attachment A
Fireworks Display Matrix .....	Attachment B



**CITY OF GREENACRES  
RFP NO. 25-003  
FIREWORKS DISPLAY**

**SECTION I – GENERAL TERMS AND CONDITIONS**

---

**1. GENERAL INFORMATION:**

These documents constitute the complete set of specification requirements and proposal forms. The proposal is to be filled in, signed, and submitted to the Purchasing Department through DemandStar on or before the specified date and time.

It is sole responsibility of the proposer to ensure that his/her proposal is submitted successfully on or before the closing date and time. The City shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, email, telegram or facsimile will not be accepted.

The RFP time must be and shall be scrupulously observed. Under no circumstances will proposals delivered after the time specified be considered. Such proposals shall be returned to the proposer unopened.

All proposals must be typewritten or written in ink and must be signed by an officer or employee having authority to bind the company or firm.

Proposers shall not be allowed to modify their proposals after the closing date and time. Proposal files may be examined during normal working hours, after RFP closing, by appointment only subject to terms described herein.

For information concerning this RFP, please contact:  
City of Greenacres  
Purchasing Department  
[purchasing@greenacresfl.gov](mailto:purchasing@greenacresfl.gov)  
(561) 642-2030

**2. INQUIRIES:**

Interested proposers may contact the City's Director of Purchasing, Monica Powery, CPPB, with questions about the RFP by e-mail at [purchasing@greenacresfl.gov](mailto:purchasing@greenacresfl.gov). The Purchasing Department is located in the Greenacres City Hall at 5800 Melaleuca Lane, Greenacres, Florida 33463. All proposers are expected to carefully examine the RFP documents. Any ambiguities or inconsistencies should be brought to the attention of the City Director or Purchasing through written communication. The Director of Purchasing will receive written requests for clarification concerning the meaning or interpretations of this RFP, until ten (10) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

**3. RFP TABULATION:**

Proposers may download the RFP tabulation directly from DemandStar at [www.demandstar.com](http://www.demandstar.com). The City does not notify unsuccessful proposers of agreement awards. RFP tabulations with recommended awards will be posted for review by interested parties on DemandStar prior to submission through the appropriate approval process and will remain posted for a period of five (5) calendar days. Failure to file a protest to the Purchasing Agent within the time prescribed shall constitute a waiver of proceedings.

**4. RFP FORMS:**

Proposers must use the original Proposal Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposals on proposer quotation forms will not be accepted. Proposers may use an attachment as an addendum to the Proposal Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's proposal and presented in the form of an addendum to the original RFP documents.

**5. DEVELOPMENT COSTS:**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

**6. DELAYS:**

The City may delay scheduled due dates if it is to the advantage of the City to do so. The City will notify proposers of changes in scheduled due dates by written addendum(s).

**7. LICENSES AND PERMITS:**

When applicable, it shall be the responsibility of the successful proposer to obtain at no additional cost to the City, any and all licenses and permit required to complete contractual service. A copy of these licenses shall be submitted with proposal. A copy of these permits shall be submitted prior to commencement of work. Fees for permits from the City shall be waived for work related to this RFP, however, the successful proposer must pay any applicable City Business Tax Receipt fees.

**8. CERTIFICATIONS:**

When applicable, proposer must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt for Palm Beach County. Copy of certificate and license must be submitted with proposal and must be in the name of the proposer shown on the Proposal page.

**9. CONTRACT EXTENSION:**

The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

**10. AWARDS:**

As the best interest of the City Council may require, the right is reserved to make award(s) by individual commodities/services, all or none or any combination thereof. A proposer desiring to propose "No Charge" must so indicate, otherwise the proposal will be construed as incomplete and may be rejected.

#### **11. CONTRACTUAL AGREEMENT:**

The form of the agreement will be determined by the City. If a sample agreement is included in the RFP, the City anticipates that the final agreement will be in substantial conformance with this sample agreement; nevertheless, proposers are advised that any agreement that may result from the RFP may deviate from the sample agreement. It is expressly agreed that the proposer is and shall be in the performance of all work, services, and activities under the agreement independent and not an employee, agent, or servant of the City. All persons engaged in any work, service or activity performed pursuant to the purchase order shall at all times and in all places be subject to proposer's sole direction, supervision and control. Proposer shall exercise control over the means and manner in which it and its employees perform and work. In all respects proposer's relationship and the relationship of its employees to the City shall be independent and not as employees or agents of the City.

This Request for Proposal shall be included and incorporated in the final award. The order of contractual precedence will be the agreement or price agreement document, original RFP terms and conditions, purchase order, and proposal. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any cost of expenses to enforce the agreement, including attorney's fees, incurred by the City of Greenacres shall be borne by the proposer. Any additional contract or agreement requested for consideration by proposer must be attached and enclosed as part of the proposal.

#### **12. SUBCONTRACTING:**

If a proposer subcontracts any portion of services provided under a resulting agreement for any reason, proposer must include, in writing, the name and address of the subcontractor and extent of work to be performed. This information shall be submitted with proposal response and approved by the City. The City reserves the right to reject a proposal, of any proposer, if the proposal names a subcontractor who has failed in the proper performance of an agreement or is not in position to perform properly under this award. Subcontractors shall be responsible for meeting and submitting the insurance and licensing requirements set forth in the RFP documents to the proposer, or the proposer shall extend their insurance policy to cover the subcontractor and their employees. It shall be the responsibility of the proposer to ensure that insurance and licenses required by this agreement are in effect.

#### **13. E-VERIFY:**

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

6. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

#### **14. PRICE/DELIVERY:**

The City requires a firm price for the agreement period. Any fees incurred will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through the entire agreement term will be grounds for agreement termination.

All prices shall be F.O.B. destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims). Pricing shall include all transportation charges, labor, and equipment used for delivery to destination and any charges necessary for the exchange of any item that fails to meet specifications.

Price quoted must be the price for new merchandise and free from defects. Any proposals containing modifying or "escalator" clauses will not be considered unless specifically requested in the RFP specifications.

"Acceptance" as herein used means the acceptance by City of Greenacres, herein referred to as City, after the Purchasing Agent or his authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible. In the appropriate blank on the proposal form, the proposer must indicate the best delivery date after receipt of order (ARO). Deliveries resulting from this RFP are to be made during the normal working hours of the City. Time is of the essence and the proposer's delivery date must be specified and adhered to. Should the proposer, to whom the order or agreement is awarded, fail to deliver on or before his/her stated date, the City reserves the right to CANCEL the order or agreement and make the purchase elsewhere. The successful proposer(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

#### **15. NEWS RELEASES:**

The proposer shall obtain the prior approval of the City Manager's Office for any and all news releases and/or other publicity pertaining to this RFP or the service, study or project to which it relates.

#### **16. ADDITIONS OR DELETION OF SERVICES:**

The City reserves the right to add to the services specified in this RFP, or to delete any portion of the scope of services at any time.

#### **17. QUANTITIES:**

The quantity requirements, if established herein, are estimated. The City reserves the right to increase or decrease the total quantities of any item or service to meet actual needs. There shall be no quantity pricing restrictions.

#### **18. ACCEPTANCE/REJECTION:**

The City reserves the right to accept or to reject any or all proposal and make the award to that proposer, who in the opinion of the City, will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who is not in a position to perform properly under this award. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

**19. DISQUALIFICATION OF PROPOSER:**

The submittal of more than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered and will be cause for rejection of all proposals submitted by a Proposer.

**20. ALTERNATIVES/APPROVED EQUAL/DEVIATIONS:**

Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the proposal. The City shall make the determination as to whether any alternate product or service is or is not equal, and such determination shall be final and binding upon all proposers.

The proposer shall be responsible for reading carefully, and understanding completely, the requirements and specifications of the items. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful proposer will be held responsible. Therefore, deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that do not meet the City's specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time (reasonable time as determined by the City), the proposer will be required to compensate the City for difference in price incurred from going to the next ranked proposer.

**21. NO BID:**

Where more than one item is listed, any items not bid upon shall be indicated "NO BID." If no items are bid on, the "Statement of Non-Response" should be returned, with the envelope plainly marked "NO BID" and with the bid number. Failure to do so will be an indication that the proposer does not wish to be considered for future bids/RFPs.

**22. OMISSION OF DETAILS:**

Omission of any essential details from these specifications will not relieve the proposer of supplying such product(s) as specified.

**23. MISTAKES:**

In the event of extension error(s) the unit price will prevail and the proposer's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the proposer's total will be corrected accordingly. If there is a difference between the written price and the numerical price, the written price shall prevail. Proposers must check their proposal where applicable. Failure to do so will be at the proposer's risk. Proposals having erasures or corrections must be initialed in by the proposer.

**24. AVAILABILITY OF FUNDS:**

The obligations of the City under this award are subject to the availability of funds lawfully appropriated for its purpose by the Greenacres City Council.

**25. PAYMENT:**

The City will make payment after all commodities/services have been received/completed, accepted and properly invoiced as indicated in agreement and/or order. Invoices must bear the purchase order number. Payment shall be made within 30 days of such acceptance.

**26. DISCOUNT:**

Proposers may offer a discount for prompt payment. However, such discounts will not be considered for evaluation purposes,

unless otherwise specified in Special Conditions. Proposers should reflect any discounts to be considered in the RFP evaluation in the unit price.

**27. ADDITIONAL SERVICES:**

The City may require additional services, similar in scope to the requirements of this RFP, from time to time. Services not specifically identified in this RFP may be added by mutual agreement of the Parties and approval of the City Manager.

**28. TERMINATION:**

a. Termination for Cause

If, through any cause, the proposer shall fail to fulfill in a timely and proper manner, its obligations under the Purchase Order, or if the proposer shall violate any of the provisions of the Purchase Order, the City may upon written notice to the proposer, terminate the right of the proposer to proceed under the Purchase Order, and may hold the proposer liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the proposer under the agreement shall, at the option of the City, become the City's property and the proposer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The proposer, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the proposer, and the City may withhold any payments to the proposer for the purpose of offset until such time as the amount of damages due the City from the proposer is determined. The proposer shall not be held liable for damages solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the agreement because of such delay.

b. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel any agreement by giving the proposer a thirty (30) day written notice.

**29. PERFORMANCE:**

The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

**30. CANCELLATION:**

Orders will be subject to immediate cancellation if either product or service does not comply with specifications, as stated herein, or fails to meet the City's performance standards.

**31. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:**

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful proposer, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the proposer.

**32. MATERIAL SAFETY DATA SHEET:**

In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any toxic substance resulting from this RFP. The MSDS must include the following information:

- (a) The identity used on the chemical product's label.
- (b) The chemical and the common name(s) of all ingredients that have been determined to be a health hazard.
- (c) Physical and chemical characteristics of the hazardous chemicals (i.e. vapor pressure, flashpoint).
- (d) The physical hazards of the hazardous chemical, including the potential for fire, explosion and reactivity.



- (e) The health hazards of the hazardous chemical, including signs and symptoms of exposure.
- (f) The primary route(s) of entry.
- (g) The Occupational Safety and Health Administration (OSHA) permissible exposure limit, American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value, and any other exposure limit used or recommended.
- (h) Whether the hazardous chemical is listed on the National Toxicology Program (NTP) Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen.
- (i) Any general applicable precautions for safe handling and use that are known.
- (j) Any general applicable control measures that are known.
- (k) Emergency and first aid procedures.
- (l) The date of MSDS preparation or last change to it.
- (m) The name, address and telephone number of the chemical manufacturer or importer.

### **33. CHEMICAL APPROVALS:**

Any chemicals used in the construction of this project by the bidder must have prior approval of the Environmental Protection Agency (EPA) or United States Department of Agriculture (USDA).

### **34. SAFETY REGULATIONS:**

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

### **35. CODES AND REGULATIONS:**

The proposer must strictly comply with all Federal, State and local building and safety codes.

### **36. FEDERAL AND STATE TAX:**

The City is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

The City is exempt from Federal and State Taxes for tangible personal property. The Purchasing Agent will sign an exemption certificate submitted by the successful proposer. Vendors or contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any said vendor or contractor be authorized to use the City's tax exemption number in securing such materials.

### **37. LEGAL REQUIREMENTS:**

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility.

- (a) Proposers doing business with the City are prohibited from discriminating against any employee, applicant or client because of race, creed, color, religion, national origin, sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- (b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a proposer submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids/proposals are received either from proposers who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with City purchasing procedures pertaining to tie bids/proposals.
- (c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on an agreement to provide any

goods or services to a public entity, may not submit a proposal on an agreement 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 an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (Currently \$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

### **38. UNIFORM COMMERCIAL CODE:**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded proposer and the City for any terms and conditions not specifically stated in the Request for Proposal.

### **39. INDEMNIFICATION:**

Proposer agrees to protect, defend, reimburse, indemnify and hold the City, its agents, employees and elected officers and hold each of them free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the City by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with proposer's performance under this agreement, proposer's acts, omissions or operations hereunder, or the performance, nonperformance or purported performances of the proposer or any breach of the items of this agreement; provided, however, the proposer shall not be responsible to the City for damages resulting out of bodily injury or to property which proposer can establish as being attributable to the sole negligence of the City, its respective agents, servants, employees or officers.

This indemnification shall include, but not be limited to, suits, actions or claims brought because of any injuries or damage sustained by any person or property on account of the proposer's operations in connection with the agreement; or on account of or in consequence of any neglect in constructing the work; or because of any act or omission by the proposer; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the proposer under his agreement; as is considered necessary by the City, or in the case no monies are due, his surety shall be held until such suits, actions or claims for injuries or damages, as aforesaid, shall have been steered and suitable evidence to the effect furnished to the City.

The proposer acknowledges and agrees that the City would not enter into an agreement without this indemnification of the City by the awarded proposer, and that the City's entering into an agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the agreement. Nothing in the agreement shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

### **40. CONE OF SILENCE:**

The City complies with the Palm Beach County Lobbyist Registration Ordinance. Section 2-355, Cone of Silence, which provides for a prohibition on any communication, except for written correspondence, regarding a particular request for bid, request for qualification, bid, or any other competitive solicitation between any person or person's representative seeking an award and any member of the City Council or employee authorized to act on behalf of the City Council to award an

agreement. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation and shall terminate at the time the City Council or department authorized to act on behalf of the City Council, awards or approves a proposal, rejects all proposals, responses, or otherwise takes action which ends the solicitation process.

All communications regarding this competitive solicitation shall be addressed in written form to Purchasing staff only. These provisions do not apply to oral communications at any public proceeding, selection committee presentation, or negotiation meeting.

**41. CONFLICT OF INTEREST:**

The award is subject to provisions of State Statutes and City Ordinances. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the City. Further, all proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of ten (10) percent or more in the proposer's firm or any of its branches.

**42. NON-COLLUSION:**

Proposer, by submitting a proposal, certifies that their proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in agreement cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s). Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any proposer is interested in more than one (1) proposal for work contemplated; all proposals in which such a proposer is interested will be rejected.

**43. CODE OF ETHICS:**

If any proposer violates or is a party to a violation of the code of ethics of Palm Beach County or the State of Florida with respect to this RFP, such proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting a response on any future bids/RFPs for work, goods or services for the City of Greenacres.

**44. GOVERNING LAW AND VENUE:**

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the agreement will be held in Palm Beach County and the agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**45. EEO STATEMENT:**

The City is committed to assuring equal opportunity in the award of agreements and, therefore, complies with all laws prohibiting discrimination on the basis of race, creed, color, religion, national origin, sex, age and non-disqualifying physical or mental disability.

**46. SEVERABILITY:**

The invalidity, illegality, or unenforceability of any provision of the agreement, or the occurrence of any event rendering any

portion or provision of the agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the agreement. Any void provision shall be deemed severed from the agreement and the balance of the agreement shall be construed and enforced as if the agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire agreement from being void should a provision which is of the essence of the agreement be determined to be void.

**47. INSPECTOR GENERAL OF PALM BEACH COUNTY:**

The proposer is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any resulting agreement and in furtherance thereof may demand and obtain records and testimony from the proposer and its subcontractors and lower tier subcontractors. The proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the proposer or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this agreement justifying its termination.

**48. SCRUTINIZED COMPANIES:**

As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The City and Contractor agree that the City will have the right to immediately terminate the Contract Documents if the Contractor and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

**49. PUBLIC RECORDS:**

Upon award recommendation or thirty (30) days after closing, whichever occurs first, proposals become public records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

**50. RECORDS/AUDITS:**

The City of Greenacres is a public agency subject to Chapter 119, Florida Statutes. The awarded firm shall comply with Florida's Public Records Law. Specifically, the awarded firm shall:

- (a) Keep and maintain public records required by the City in order to perform the service.
- (b) Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) 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 contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the award firm transfers all public records to the City upon completion of the contract, the awarded firm shall destroy any duplicate public records that are exempt or confidential and exempt from public



records disclosure requirements. If the awarded firm keeps and maintains public records upon completion of the contract, the awarded firm shall meet all applicable requirements for retaining public records. All 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.

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

**CITY CLERK  
5800 MELALEUCA LANE  
GREENACRES, FL 33463  
(561) 642-2006  
CITYCLERK@GREENACRESFL.  
GOV**

During the term of the contract, the awarded firm shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The awarded firm agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

**51. PURCHASING PROTESTS:**

- (a) *Right to protest.* Any actual bidder, proposer, offeror, vendor or contractor who is aggrieved in connection with an invitation to bid, request for proposals or other competitive selection process may protest such purchase.
- (b) *Protest deadline.* The deadline for filing a protest is not later than three (3) days (excluding Saturdays, Sundays and legal holidays) after the date the applicable competitive selection process has been advertised by the City (for protests alleging a deficiency in the advertised competitive selection process) or after the date that notice of the written recommendation of award has been posted on the City's website or purchasing bulletin board by the Purchasing Agent or designee (for protests challenging the award). It shall be the responsibility of a bidder, offeror, vendor or contractor to ascertain the advertisement date and/or bid award information from the Purchasing Department. Protestors shall file their protests in writing with the Purchasing Agent during normal office hours of the City, but in no event later than 4:00 p.m. on any normal business day of the City, prior to the expiration of the deadline for protests. Protests shall specifically describe the subject matter and facts giving rise to the protest. Protests shall be deemed effective on the date they are received by the Purchasing Agent.

- (c) *Decision.* If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within a reasonable amount of time. The Purchasing Agent shall have the authority to settle and resolve a protest of an aggrieved bidder, offeror, vendor or contractor concerning the competitive selection process or award. If the Purchasing Agent is unable to resolve the protest, the Purchasing Agent in consultation with the City Manager shall render a decision. The decision of the City Manager shall:

- (1) State the reasons for the action taken; and
- (2) Inform the protestor of its right to appeal as provided in this section.

- (d) *Notice of decision.* A copy of the decision of the Purchasing Agent and City Manager shall be mailed or otherwise furnished promptly to the protestor and any other party intervening. A refusal to accept a copy furnished by mail or otherwise shall not affect the validity of the decision.
- (e) *Appeal to City Council.* A protestor may appeal the decision of the City Manager to the City Council by filing a written notice of appeal within seven (7) business days after receipt of the notice of decision of the City Manager. The notice of appeal shall be filed with the City Manager during normal office hours of the City Manager, but in no event later than 5:00 p.m. on any normal business day of the City prior to the expiration of the deadline for the notice of appeal. The notice of appeal shall set forth the grounds for the appeal. The protest shall be heard by the City Council within a reasonable time of the filing of the notice of appeal with the City Manager.
- (f) *Finality of decision.* A decision of the Purchasing Agent and City Manager regarding a protest which is not timely appealed to the City Manager, or a decision of the City Manager which is not timely appealed to the City Council, or a decision of the City Council regarding a protest, shall be final and conclusive. A bidder, offeror, vendor or contractor who has not timely appealed the decision(s) regarding the protest to the City Council shall not be deemed to have exhausted his or her administrative remedies.
- (g) *Stay of procurements during protests.* In the event of a timely protest under this section, the Purchasing Agent shall not proceed further with the competitive selection process or award until all administrative remedies have been exhausted or until the City Manager makes a written determination that the competitive selection process and/or award without delay is necessary to protect substantial interests of the City. The City Council may, upon determination that a bona fide emergency exists, waive all bid protest procedures and approve an award.
- (h) *Failure to follow procedure.* Failure to follow the protest procedure set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder, offeror, vendor or contractor.

**52. SECTION 287.05701, F.S., COMPLIANCE:**

Consistent with section 287.05701, Florida Statutes, nothing in this solicitation seeks documentation of a potential respondent's social, political, or ideological interests, nor shall the same be considered in determining if a respondent is considered responsible under this solicitation. No preference shall be given in this solicitation for any respondent due to the respondent's social, political, or ideological interests



**CITY OF GREENACRES  
RFP NO. 25-003  
FIREWORKS DISPLAY**

**SECTION II – SPECIAL TERMS AND CONDITIONS**

---

**2-1. INTRODUCTION:**

The City of Greenacres is seeking proposals from qualified and experienced firms to provide a Fireworks Display for the 4th of July Celebration. Proposers shall become familiar with any and all local conditions that may, in any manner, affect the services required. The proposer shall carefully examine the Request for Proposal terms and conditions becoming thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under any resulting agreement. No additional allowance will be made due to lack of knowledge of these conditions.

**2-2. DEFINITIONS:**

- **RFP:** Request for Proposal. A formal request soliciting proposals. Includes specifications or Scope of Work and all contractual terms and conditions.
- **Proposal:** An offer in response to an RFP.
- **Proposer:** Company/person that submits a proposal. An Offeror.

**2-3. PROPOSAL SUBMISSION AND WITHDRAWAL:**

The proposals shall be submitted **online through DemandStar by 3:00 pm on Wednesday, April 9, 2025.**

The proposer will be responsible for timely delivery. The City assumes no responsibility for proposals received after the advertised closing or by other delivery methods than that specified herein. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the proposer.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of ninety (90) days. Once opened, proposals become a record of the City and will not be returned to the proposers.

Proposal must be completed and signed by the authorized representative in the space provided. If the proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was incorporated, also the names and business addresses of its president, secretary and treasurer. The proposal shall bear the seal of the corporation attested by the secretary. Any one signing the proposal as agent shall file with the proposal, legal evidence of his authority to do so.

**2-4. PROPOSER'S RESPONSIBILITY:**

Before submitting a Proposal, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

**2-5. ADDENDA:**

The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes, modifications or additional information may be provided by the City. It shall be the responsibility of each

proposer, during and prior to RFP submittal to visit [www.demandstar.com](http://www.demandstar.com) to determine if addendums were issued and to obtain such addendums. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP closing will not be binding.

The City may issue written addenda up to seven (7) calendar days before the date fixed for receiving the proposals. All addenda issued by the City will include a receipt form, which **must** be signed and included with any proposals that are submitted to the City. In the event multiple addenda are issued, a separate receipt for each addendum must be included with the proposal at the time it is submitted to the City.

**2-6. COMPETENCY AND MINIMUM QUALIFICATIONS OF PROPOSERS:**

Proposals will only be considered from proposers which are regularly engaged in the business of providing services as described in this RFP and who can provide evidence that they have established a satisfactory record of performance in meeting the minimum and technical qualification requirements established in the RFP. The City reserves the right to inspect the proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine proposer's ability to perform. The City reserves the sole right to determine if a proposer can sufficiently and efficiently provide the required services/commodities in a timely and satisfactory manner as will be required by the specifications herein.

The proposer shall submit the following information with the proposal. This information, along with any other data the City considers pertinent, will be used in determining if the proposer is qualified to provide the work specified.

- A. Proposer must submit proposal on or before the due date and time to the Purchasing Department. Proposal must be signed by an officer authorized to bind the firm.
- B. General Public Display License.
- C. Federal Explosive License issued by BATFE.
- D. Pyrotechnician providing the display must have a basic commercial license.
- E. County Business Tax Receipt where the business is located (included with the proposal).
- F. Proposer is responsible for all permits and licenses as required by federal, state and local authorities.
- G. Qualifications and experience letters for the firm and employees that are proposed to work with the City.
- H. Verification of the number of continuous years the bidder has been in business under the same ownership and management. Bid proposals will only be considered from bidders in business for a minimum of five (5) continuous years under the same ownership and management providing the services specified in this bid document.
- I. A minimum of four (4) references for similar work. Preference will be given to bidders with governmental experience. Provide a list and brief description of similar contracts of similar size, with location, dates of contract service, contact name, phone number, type of services provided, and address of proprietor(s). Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being considered.
- J. Proof that sufficient staff is available to provide required services as specified, without the use of subcontractors or temporary help.

**2-7. INSURANCE REQUIREMENTS:**

The awarded proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the firm's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing agreement.

The proposer shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Comprehensive General Liability

Insurance, and Business Automobile Liability Insurance with minimum coverage amounts acceptable to the City. All policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Firm shall specifically protect the City by naming the City of Greenacres as an additional insured under the Policy or certificate.

Workers' Compensation Insurance is to apply for all employees in compliance with the Workers' Compensation Law of the State of Florida, the state where work is performed and all applicable federal laws.

Comprehensive General Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific agreement.

Personal Injury Coverage with Employee and contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office and must include:

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

Proposer agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 for Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event proposer does not own automobiles, proposer agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

The proposer shall provide to the City prior to the effective date of the agreement a Certificate of Insurance or a copy of all insurance policies required including any subsection there under. The City reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that the City shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

Proposer hereby acknowledges and agrees that any and all risk of loss regarding the services identified hereunder shall be solely borne by proposer.

## **2-8. AGREEMENT AWARD & TERM:**

The City anticipates entering into an agreement with the proposer(s) who will be the most responsive, responsible proposer whose proposal is determined to be the most advantageous to the City and in accordance with the criteria established in the RFP. The recommendations of the Selection Committee for the final ranking of proposers will be presented to the City Council for approval. Any agreement issue as a result of this RFP will be for an initial term of one (1) year with options for four (4) additional one-year renewals with the mutual agreement of both parties. This could result in a five (5) year agreement. Any renewal will be subject to the appropriation of funds by the City Council.

The proposer understands that this RFP does not constitute an offer or agreement with the proposer. An offer or agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted

by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City, and executed by all parties.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals. The City reserves the right to cancel the RFP or portions thereof without penalty. The City reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The proposals will be evaluated and assigned points, the firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the City reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the agreement by reference as set forth herein.

#### **2-9. PRICING**

The City requires a firm price for the contract period. Any fees incurred will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through the entire contract term will be grounds for contract termination.

#### **2-10. ADDITION OR DELETION OF SERVICES**

The City reserves the right to add to the services specified in this proposal, or to delete any portion of the scope of services at any time.

#### **2-11. CITY CONTRACT COORDINATOR:**

The City Contract Coordinator for this project will be Michele Thompson, Director of Community and Recreation Services, and the telephone number is (561) 642-2181. After an agreement has been executed, all communications and correspondence shall be directed to the City Contract Coordinator, with email copies of the correspondence to Monica Powery, Director of Purchasing, 5800 Melaleuca Lane, Greenacres, FL 33463, purchasing@greenacresfl.gov.

#### **2-12. AUTHORIZED REPRESENTATIVE:**

The proposer shall submit with their proposal the name, address, and phone number of the person(s) to be contacted for the award of contract and the coordination of service.

#### **2-13. INSPECTION OF SITE:**

It is the Proposer's responsibility to visit the site of the proposed work at the location as identified herein and become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. **The site inspection form included herein must be signed and submitted with the Proposal. Proposals received from Proposers not submitting the mandatory site inspection form will be considered non-responsive and will be rejected.**

#### **2-14. DEBRIS:**

Contractor shall be responsible for prompt removal of all debris that is a result of this contractual service. All debris shall be transported from the premises. No debris shall be deposited as fill on the work site. Within 48 hours of the completion of firing, the contractor shall remove all firework debris, work materials, tools, equipment, and surplus materials from the work site and shall leave the site in a ready to use condition.

**2-15. PROTECTION OF PROPERTY:**

The successful Contractor shall, at all times, guard against damage or loss to the property of the City of Greenacres or of other parties and shall be held responsible for replacing or repairing any such loss or damage. The City of Greenacres may withhold payment or make such deductions necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful Contractor and/or agents.

**2-16. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES:**

All proposers submitting a response to this RFP agree that such response also constitutes an offer to all political subdivisions of the State of Florida, under the same conditions, for the same prices and the same effective period as this RFP, should the proposal feel it is in their best interest to do so. This election shall be indicated by completion of the attached **Form 93-015**. This agreement in no way restricts or interferes with the right of any political subdivision of the State of Florida to re-solicit for Public Art - Murals.





**CITY OF GREENACRES  
RFP NO. 25-003  
FIREWORKS DISPLAY**

**SECTION III – SCOPE OF WORK**

---

**3-1. BACKGROUND:**

The City of Greenacres, incorporated in 1926, is located in the central part of Palm Beach County, Florida, approximately five miles from the Atlantic Ocean. The city has a land area of approximately 6.11 square miles with a population of 44,797 (BEBR Estimate 2022), making the city the eighth largest of the 39 municipalities in the county. The city provides a complement of municipal services including police (contracted), fire, emergency medical services, community and recreation, planning, building, engineering and public works.

The City's mission is to continually improve the quality of life by providing the best and most cost-efficient public services and facilities to exceed the expectations of city residents and businesses. Some of the City's core values include integrity and professionalism, fiscal responsibility, teamwork, and customer service. The City's vendors are truly partners in meeting the City's commitments to the community, and in support of the mission, the City is committed to ensuring that qualified, competitive vendors who share the City's commitment to quality, efficiency, teamwork, and customer service are employed to provide goods and services to the City. All City vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered.

**3-2. SCOPE OF WORK:**

The City of Greenacres is seeking proposals for production of a fireworks display for the July 4<sup>th</sup>, 2025 Independence Day celebration. Each year the City of Greenacres provides a July 4<sup>th</sup> celebration for its citizens in Samuel J. Ferreri Community Park, 2905 Jog Road, with a fireworks display at the culmination of the day. The City desires to provide a unique and exciting fireworks show, bringing a program to the citizens that will be remembered for its beauty and excitement long after the event is completed. Proposers are requested to provide proposals offering the city maximum variety in color, mortar size, length of display and overall effect for the price. The City has appropriated \$45,000 and an additional \$3,500 in sponsors for a total of \$48,500 for the fireworks and asks the selected vendor to contribute \$500 or more of in-kind product annually to the display and seeks to procure the highest quality show both in quantity of shells and in quality of presentation. The displays will be electronically fired and should be synchronized to music for radio broadcast. Additionally, the City is looking to review any new and creative fireworks products, ideas and special aerial and ground effects

The City reserves the right to schedule an optional event for 100<sup>th</sup> Anniversary in 2026 that may feature a hybrid drone and fireworks display, with creative ideas such as; 100<sup>th</sup> aerial design and ground displays, City logo design, and City branding images, along with a specialty soundtrack.

This project shall be awarded only to a responsible Proposer, qualified to provide the work specified. The Proposer shall be properly licensed and insured to provide pyrotechnical displays in the State of Florida. Contractors submitting proposals must provide documentation of the experience and qualifications of the firm and individuals assigned to the project. The City reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The City reserves the sole right to determine if a Proposer can sufficiently and efficiently provide the required services/commodities in a timely and satisfactory manner as will be required by the specifications herein. The Purchasing Administrator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

The contractor's proposal shall be all-inclusive, including all necessary labor, transportation, storage, tools, materials, equipment, consumables, and permits to conduct the fireworks display. The display shall consist of an opening, a main show, a grand finale, and last for a minimum of 15 minutes with little to no

delays in ignition. The proposal shall include details of the firing methods to be used in the fireworks display. The fireworks shells shall not exceed three (3) inches in diameter, and the proposer shall list the number and size of shells in each category (opening, main show, and grand finale), including music accompaniment, in the Proposal Matrix.

The description of each type of proposed shell shall include the following:

- a. Size of shell **shall not be larger than three (3) inches in diameter**
- b. Weight of shell (in pounds and ounces)
- c. Category of Shell
- d. Height of burst above ground level
- e. Burst radius of illuminant (in feet)
- f. Color(s) of illuminant
- g. Duration of illuminant (in seconds) measured from time of burst to extinguishments of major fireball
- h. Description of special effects (if any) – i.e. sound, special patterns, and /or sequential bursts

The attached Proposal Matrix shall be used in providing the above information in a uniform format and will be used as a basis of evaluation.

The display shall be fully described by the vendor based on a dollar budget of \$45,000.

In addition to conducting a fireworks display, the vendor shall also be responsible for the following:

- a. Delivery of fireworks to the point of fire with vendor's company vehicle.
- b. Licensed operator(s) to fire and exhibit vendor's display and competent personnel to perform services in a satisfactory manner. The contractor shall be responsible for any misconduct on the part of its employees while performing services in connection with the production.
- c. Meet all of the requirements of the Workmen's Compensation laws of the State of Florida and proof of coverage supplied to the City prior to date of event.
- d. Sufficient security to ensure that fireworks and contractor equipment are not tampered with or stolen.
- e. All firework shells shall be clearly labeled for identification, and include the name and address of the manufacturer, country of origin, shell size in inches, content/effect, and if shell contains multiple projections.
- f. All firework shells used must have been tested and approved by the appropriate regulatory agency.
- g. Provide an on-site inventory check of shells with assigned City staff before the display. All fireworks packages shall be clearly labeled as to size, type, quantity, manufacturer, and country of origin.

The show is to be held at Samuel J. Ferreri Community Park, 2905 Jog Road, Greenacres, Florida, 33467 at 9:10 PM. See Attachment 2 (Location Map) for firing site and fall out radius restrictions. Displays and equipment shall be in place at the location designated, not later than 5:30 PM local time on the date(s) of the firing.

In the event of inclement weather or other unforeseen circumstance that precludes firing the display on the specified date, the City reserves the right to delay the firing or schedule an alternate date. Proposers shall provide possible rain dates in their proposal.

In the event the City is prohibited from conducting the fireworks display due to governmental rule, regulation, policy or edict, the Agreement shall be cancelled, and the City shall be released in full from all payments due to the awarded Contractor.

In the event of a failed firing attempt of any illuminant, vendor agrees to supply additional illuminant to compensate for misfiring at the later show date, or by discounting the City's price for the display.

Payment will be made to the vendor after the firing date and upon satisfactory completion of the fireworks display and post event clean-up. Vendor may submit invoice(s) after completion of the display for services rendered to the City of Greenacres, Attention: Accounts Payable, 5800 Melaleuca Lane, Greenacres, Florida, 33463. Payment will be made within thirty (30) days after approval by the City Contract Coordinator. The Purchase Order Number shall be referenced on the invoice.

All equipment, racks, and apparatus to be used in conducting the firing shall be in good condition and shall be removed from the City of Greenacres property within 24 hours of the completion of firing. The City of Greenacres will not be held responsible for the security or storage of such equipment. The awarded Contractor shall clean the firing area of all debris and litter. The firing site, adjacent Elementary School, and fall out radius area are to be left in the same condition as it was before the display. The Contract Coordinator will check this area for compliance of these terms prior to authorizing a release of payment.

The Fireworks Displays are performed annually on July 4<sup>th</sup>. The initial contract shall be for the July 4, 2025, Independence Day celebration with the option to add firework displays for any additional events as determined by the City for the entertainment of its citizens, and upon mutual consent between the contractor and the City for up to four (4) additional one-year periods.

### **3-3. PUBLIC SAFETY REQUIREMENTS**

The handling and use of fireworks for outdoor display and the general conduct and operation of the display shall be governed by the most recently adopted edition of NFPA 1123, Code for Fireworks Displays. All requirements of NFPA 1123 shall be adhered to including, but not limited to, the following:

1. The display site shall have a minimum 70-foot radius per inch of internal mortar diameter of the largest aerial shell to be fired.
2. No spectators or spectator parking shall be permitted within the display site.
3. Trajectory of the shells may not come within 25-feet of any overhead structure.
4. Following the display of fireworks and prior to public access, the firing crew shall inspect the fallout area. Where fireworks are displayed at night, a search of the fallout area shall be made immediately after the display and at first light the following morning by the contractor or designated personnel acceptable to the City.
5. Contractor shall have sufficient fully trained staffing on-site with means of communication between staff during the show.
6. All personnel in the discharge area shall utilize proscribed personal protection attire.
7. When a serious electrostatic discharge hazard exists, such as during an electrical storm, all electronic detonation operations shall be suspended immediately, and personnel shall withdraw to a safe location.
8. In accordance with City Ordinance (2023-15), a permit for Public Fireworks Display shall be obtained from the Authority Having Jurisdiction (AHJ) prior to the event.
9. Fire watch is required 30 minutes prior to the arrival of explosives, Fireworks, and Model Rocketry on-site and shall continue until 30 minutes after the completion or discharge of all devices.
10. The City offers a fire watch service at a cost of \$60 per hour as outlined in the fire prevention fee schedule resolution (2023-41).

The following information shall be submitted and approved by the City prior to issuing a temporary use permit for this event:

1. The name of the fireworks display company and the name of the pyro technician(s) scheduled to operate the display.
2. Documentation of the pyro technician's competency. This may be accomplished by providing a list of past experience.
3. Proof of insurance.
4. Description, quantity, and size of shells to be discharged.
5. The manner of storage of fireworks prior to and during the display.
6. Provide a site plan and designate the circumference of the display site, fallout area, etc., including the dimension of the radius.

The Fire Marshal, Miguel Aleman, shall approve the display site, including required clearances, prior to the event. Said approval must be obtained in writing on or before the last working day prior to the event. Telephone number: 561-642-2141 and address: 5800 Melaleuca Lane, Greenacres, FL 33463.



**CITY OF GREENACRES  
RFP NO. 25-003  
FIREWORKS DISPLAY**

**SECTION IV – EVALUATION AND AWARD PROCESS**

---

**4-1. PROCESS TIMETABLE:**

- |  |                                     |
|--|-------------------------------------|
| a. Advertisement   | March 9, 2025                       |
| b. All written questions and inquiries due by 5:00 P.M.  | March 30, 2025                      |
| c. All addendums shall be issued on or before 5:00 P.M.  | April 2, 2025                       |
| d. Proposals due no later than 3:00 P.M.   | April 9, 2025                       |
| e. Review and evaluate the proposals; <b><i>week of</i></b>  | April 14, 2025 ( <i>tentative</i> ) |
| f. Evaluation Committee Meeting – Shortlist; <b><i>week of</i></b>   | April 28, 2025 ( <i>tentative</i> ) |
| g. Firm Presentations and Final Ranking; <b><i>week of</i></b>   | May 5, 2025 ( <i>tentative</i> )    |
| h. Posting of recommendation three workdays prior to award by City Council.                                |                                     |
| i. Award by City Council   |                                     |
| j. The City may enter into an agreement after obtaining appropriate approvals and conducting negotiations. |                                     |
| k. Notice to Proceed.  |                                     |

**4-2. REVIEW OF PROPOSALS:**

Each proposal will be reviewed by the Purchasing Department to determine if the proposal is responsive to the submission requirements outlined in the RFP. Only the proposals determined to meet the mandatory requirements, responsive and responsible, will be given to the Selection Committee to review. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

A Selection Committee, consisting of City personnel, will convene, review, and discuss all proposals submitted. The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

**4-3. EVALUATION PROCESS:**

The purpose of the Evaluation Process is to judge the proposals submitted in response to the Request for Proposal to establish the highest ranked proposer. Each proposal will be evaluated by the selection committee using the criteria outlined herein to rank the proposers.

The City may conduct such investigations as deemed necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and the ability of the proposers to do the work in accordance with the RFP documents to the City's satisfaction.

During the evaluation process, the highest ranked proposers may be requested to provide an oral presentation to the selection committee. The selection committee will establish a final ranking of the proposers based on the criteria in the RFP. The Proposer with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any proposer deemed responsive and responsible.

#### **4-4. EVALUATION CRITERIA:**

Proposals will be evaluated using the three sets of criteria as follows: experience and qualifications of the proposer; price proposal; and technical approach. See below for details for each of these criteria. Proposers meeting the mandatory criteria will have their proposals evaluated and ranked. A sample of the form that will be used in assigning points for specific criteria in the evaluation process is attached hereto.

##### **A. Experience and Qualifications of the Proposer (30 points):**

- Qualifications and experience of the company
- Qualifications and experience of pyro technicians assigned to the City of Greenacres
- Company references

##### **B. Price Proposal (35 points):**

- Cost for fireworks display

##### **C. Technical Approach (35 points):**

- Understanding of the scope of work
- Technical soundness of proposal
- Quality and thoroughness of the submitted proposal

#### **4-5. FINAL SELECTION:**

The City will select the proposal deemed most qualified based on the evaluation criteria. Upon selection, the City will enter into agreement negotiations with the successful proposer. The City reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the City reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

The City reserves the right, without prejudice, to reject any or all proposals. The City also reserves the right to waive any informalities, irregularities, and technicalities in proposals submitted. The City Council will select a firm based upon the recommendation of the Selection Committee. The City reserves the right to choose the "best value" to the City. All decisions of the City are final.





**CITY OF GREENACRES  
RFP NO. 25-003  
FIREWORKS DISPLAY**

**SECTION V – REQUIREMENTS FOR PROPOSAL PREPARATION**

Proposals without sufficient submittal data to provide a complete evaluation will be considered nonresponsive. See the instructions below for specific submittal requirements. Any exceptions taken to the proposal specifications or sample agreement must be indicated separately with an itemization of each exception taken.

**5-1. PROPOSAL FORMAT & CONTENT:**

The proposal should be submitted in PDF Format on DemandStar. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized in accordance with the sections and manner specified below. Proposals that do not include the required information will be deemed non-responsive and will not be considered.

**TAB 1**

**Title Page, Table of Contents & Transmittal Letter**

- 1.1 Title Page:** Shall show the Request for Qualifications number and name, the Proposer's name and address, the contact person's name and address, and the date of the proposal.
- 1.2 Table of Contents:** Include a clear and complete identification of the materials submitted by section and page number. This should follow the Title Page.
- 1.3 Transmittal Letter:** Provide a letter no longer than two (2) pages in length, signed by an authorized representative of your firm summarizing the proposer's understanding of the work to be performed, the commitment to perform the work, a statement why the firm believes itself to be best qualified to perform the engagement, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the proposer must sign the Letter of Transmittal indicating the agent's title or authority. In addition, the letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number and email address.

**TAB 2**

**Experience and Qualifications of the Firm**

- 2.1** Provide a statement demonstrating that the firm is fully qualified to provide fireworks display services, including the design, setup, and execution of fireworks shows. Include the location of the main office and any branch offices, the number of years the firm has been in business, the number of employees (such as display design, safety, logistics, and event coordination), and attach evidence of all relevant licenses and certifications required to perform these services, including pyrotechnic operator certifications and compliance with safety and environmental regulations.
- 2.2** Qualifications and experience of the pyro technicians assigned to the City of Greenacres: Provide detailed information about the qualifications and experience of the pyrotechnic technicians who will be responsible for the fireworks displays for the City of Greenacres. This should include their years of experience in the industry, specific certifications they hold (such as pyrotechnic operator certifications), any notable projects they have worked on, and their role in ensuring the safety and success of previous displays.

**2.3 References:** Provide a minimum of four (4) references for similar work. Preference will be given to proposers with governmental experience. Provide a list and brief description of similar contracts of similar size, with location, dates of contract service, contact name, phone number, email address, type of services provided, and address of proprietor(s). Proposer is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being considered.

#### TAB 3

#### Technical Approach

**3.1 Understanding of the Scope of Work:** The proposer must demonstrate a clear understanding of the scope of work and the expertise needed to deliver high-quality fireworks display services. The proposal should outline key components such as design, setup, execution, and safety assessments. The schedule should detail the major phases, ensuring a seamless, safe, and successful event, with each stage effectively managed to meet the City's requirements.

**3.2 Technical soundness of proposal:** The proposal must outline safety protocols, equipment specifications, and operational procedures to ensure a successful fireworks display. It should include details on pyrotechnic materials, safety measures, and contingency plans for potential challenges like adverse weather.

**3.3 Quality and thoroughness of the submitted proposal:** The proposal should be clear, well-organized, and thorough, demonstrating an understanding of the project's needs and a detailed plan to meet them. It should include all required information, such as timelines, safety protocols, and qualifications, ensuring a high-quality submission.

#### TAB 4

#### Pricing

**4.1 Cost Proposal:** The proposer must provide a detailed and transparent pricing structure for the fireworks display services, including all costs associated with design, setup, execution, safety measures, and any additional services or equipment required. The proposal should outline costs for each phase of the project, including permits, materials, labor, and logistics. Any optional services or value-added solutions should also be clearly stated with corresponding pricing. The proposer should ensure that the pricing is competitive, cost-effective, and aligned with the City's budgetary constraints while maintaining high-quality service delivery.

#### TAB 5

#### Forms, Minimum Qualifications Requirements and Other Documentation

**5.1 RFQ Forms & Addendum(s):** Fully completed and executed. RFP Forms include Proposal Form, Proposer Qualifications, Professional References, Drug Free Workplace, List of Proposed Subcontractors (if applicable), Site Inspection, Scrutinized Companies, E-Verify Acknowledgement Form, Non-Collusive Affidavit, Affidavit of Compliance with Anti-Human Trafficking Laws, and Acknowledgment of Addendum(s) (if applicable).

**5.2 Minimum Qualifications Requirements & Other Documentation:** Other documentation shall include, but not limited to County Business Tax Receipt, State of Florida or County Competency License, and Proof of Insurance.

**5.3 Other:** Any other attachments referenced in the submittal or documentation deemed relevant by proposer.

Note: After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

## 5-2. **PROPOSAL CHECKLIST**

All proposals shall be submitted on the City provided RFP package forms. Failure to do so may cause the proposal to be rejected. All blanks on the proposal forms must be completed. Supplemental information may be attached to the RFP package forms. Proposer shall return a complete set of all RFP package forms. Check each item below and make sure all of the required information is included the proposal. Failure to submit the required documents may result in your proposal being considered non-responsive.

1. Original	Yes _____	No _____
2. Title Page	Yes _____	No _____
3. Table of Contents	Yes _____	No _____
4. Transmittal Letter	Yes _____	No _____
5. Proposal Form(s)	Yes _____	No _____
6. Proposer Qualifications form	Yes _____	No _____
7. Site Inspection Form	Yes _____	No _____
8. Professional References form	Yes _____	No _____
9. List of Proposed Subcontractors form (if applicable)	Yes _____	No _____
10. Scrutinized Companies	Yes _____	No _____
11. Drug Free Workplace Certification	Yes _____	No _____
12. E-Verify Acknowledgement	Yes _____	No _____
13. Non-Collusive Affidavit	Yes _____	No _____
14. Affidavit of Compliance with Anti-Human Trafficking Laws	Yes _____	No _____
15. Qualifications and Experience of Proposer	Yes _____	No _____
16. Technical Approach/Proposal and Firework Display Matrix	Yes _____	No _____
17. Cost Proposal	Yes _____	No _____
18. Executed Addendum Receipt Form(s) (if applicable)	Yes _____	No _____
19. Signed by an authorized representative	Yes _____	No _____
20. Copy of applicable insurance policies	Yes _____	No _____
21. Vendor Service Representative has been identified	Yes _____	No _____
22. Copy(ies) of any applicable license(s)/certificates(s)	Yes _____	No _____
23. Any other information relevant to the scope of work	Yes _____	No _____

### **Disclaimer: Proposal Checklist**

This document serves as a proposal checklist to assist in the preparation of your submission. While the City has made every effort to outline the necessary requirements, it is the responsibility of the vendor to thoroughly review the entire solicitation package. The City may not have included every detail or requirement, and it is the vendor's duty to ensure that all necessary information and documentation are provided in accordance with the full scope of the solicitation. Failure to include all required elements may result in the proposal being considered non-responsive.



**CITY OF GREENACRES  
RFP NO. 25-003  
FIREWORKS DISPLAY**

**PROPOSAL FORM**

The undersigned, as proposer, hereby declares that the only person or persons interested in the RFP Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the proposal to which the work pertains; that this proposal is made without connection or arrangement with any other person, company, or parties submitting a proposal; and that the proposal is in all respects fair and made in good faith without collusion or fraud.

The proposer further declares that the RFP proposal document, in its entirety, including the Scope of Work specifications for the work to be done and the other documents relating thereto have been examined. Proposer affirms that all exhibits, attachments, and addenda have also been read prior to the RFP closing and that proposer is satisfied fully, relative to all matters and conditions with respect to the work to which this RFP Proposal pertains. Proposer has given the City written notice of all conflicts, errors, or discrepancies that have been discovered in the proposal documents and the written resolution thereof by the City is acceptable.

The proposer agrees, if this proposal is accepted, to contract with the City of Greenacres, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the RFP Proposal and the Contract in the manner specified.

Acknowledgement is hereby made of the following Addenda received since issuance of RFP Documents:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**The undersigned hereby certifies that he/she is an authorized representative of the Company who may legally bind the Company:**

**\*SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
*Printed*

Company Name: \_\_\_\_\_  
*Legal Name*

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Federal I. D. #: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**\*Failure to affix signature will result in disqualification of proposal.**



**CITY OF GREENACRES  
RFP NO. 25-003  
FIREWORKS DISPLAY**

**PROPOSER QUALIFICATIONS**

The proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Business Tax Receipt in the area of their fixed business location. Each proposer MUST complete the following information and submit with their proposal in order for the proposal to be considered:

1. Legal Name and Address:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

The length of time (continuous) in business under the above stated legal name: \_\_\_\_\_ years.

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, complete:

Date of Incorporation: \_\_\_\_\_ State in which Incorporated: \_\_\_\_\_

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: \_\_\_\_\_

5. The length of time (continuous) in business: \_\_\_\_\_ years

6. Length of time (continuous) in business in Florida: \_\_\_\_\_ years

**Name and Title of Principal Officers:**

**Date Elected:**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

*Note: Information requested herein and submitted by the proposers will be analyzed by the City of Greenacres and will be a factor considered in awarding any resulting agreement. The purpose is to ensure that the proposer, in the sole opinion of the City of Greenacres, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject agreement.*



**CITY OF GREENACRES  
RFP NO. 25-003  
FIREWORKS DISPLAY**

**SITE INSPECTION FORM**

---

A site visit is mandatory for all vendors as part of the proposal process. The vendor must conduct a site visit to assess the location where the fireworks display will be held, ensuring a clear understanding of safety considerations, logistical needs, and any potential challenges. The vendor must complete the site visit prior to submitting their proposal and acknowledge their findings in the proposal documentation. Failure to include the site visit documentation with the proposal will result in the submission being considered non-responsive.

Name: \_\_\_\_\_

*(Name of person who inspected site of proposed work for your firm)*

Date of Inspection: \_\_\_\_\_

Name of Proposer, Corporation, Firm or Individual: \_\_\_\_\_

Business Address of Corporation, Firm or Individual: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_

Typed Name and Title





**CITY OF GREENACRES  
RFP NO. 25-003  
FIREWORKS DISPLAY**

**PROFESSIONAL REFERENCES**

Complete the form below with at least four (4) *current and pertinent* professional references that the City can contact in relation to proposer's qualifications and experience in completing similar projects. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	<b>Date(s):</b>	
	<b>Status:</b>	
	<b>Bid Number:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
	<b>Email:</b>	
<b>Scope of work/ Project Description:</b>		

2. Name and Address of Firm, City, County, or Agency	<b>Date(s):</b>	
	<b>Status:</b>	
	<b>Bid Number:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
	<b>Email:</b>	
<b>Scope of work/ Project Description:</b>		

3. Name and Address of Firm, City, County, or Agency	<b>Date(s):</b>	
	<b>Status:</b>	
	<b>Bid Number:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
	<b>Email:</b>	
<b>Scope of work/ Project Description:</b>		

4. Name and Address of Firm, City, County, or Agency	<b>Date(s):</b>	
	<b>Status:</b>	
	<b>Bid Number:</b>	
	<b>Contact:</b>	
	<b>Telephone No:</b>	
	<b>Email:</b>	
<b>Scope of work/ Project Description:</b>		

Company Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_



**CITY OF GREENACRES  
RFP NO. 25-003  
FIREWORKS DISPLAY**

**LIST OF PROPOSED SUBCONTRACTORS**

The undersigned proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The proposer is further notified that all subcontractors shall be properly licensed and shall be required to furnish the CITY with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information may be grounds for rejection of the proposer's proposal. **(If no subcontractors are proposed, state "None" on first line below.)**

Name and Address of Subcontractor	Scope of Work/Phase(s)	License #
1.		
2.		
3.		
4.		
5.		

Signature and Date \_\_\_\_\_

Title/Company \_\_\_\_\_



**CITY OF GREENACRES  
RFP NO. 25-003  
FIREWORKS DISPLAY**

**DRUG-FREE WORKPLACE CERTIFICATION**

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Greenacres for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 controlled substances 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, 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 number (1).
- (4) In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

**This Certification is submitted by \_\_\_\_\_**  
**(Individual's Name)**

**the \_\_\_\_\_ of \_\_\_\_\_**  
**(Title/Position with Company/Vendor) (Name of Company/Vendor)**

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

(Finance Form 93-014)



**CITY OF GREENACRES  
RFP NO. 25-003  
FIREWORKS DISPLAY**

**SCRUTINIZED COMPANIES**

---

**CERTIFICATION PURSUANT TO FLORIDA STATUTE §  
287.135**

As provided in Section 287.135(8), Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The City and Contractor agree that the City will have the right to immediately terminate the Contract Documents if the Contractor and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name Company Name

Certifies that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel.

Signature and Date \_\_\_\_\_

Title/Company \_\_\_\_\_



**CITY OF GREENACRES  
RFP NO. 25-003  
FIREWORKS DISPLAY**

**E-VERIFY ACKNOWLEDGEMENT FORM**

**Definitions:**

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors, and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- (b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Greenacres; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the EVerify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:

Authorized Signature:

Print Name:

Title:

Date:

Phone:

Email:

Website:



**CITY OF GREENACRES  
RFP NO. 25-003  
FIREWORKS DISPLAY**

**NON-COLLUSIVE AFFIDAVIT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn deposes  
and says that:

1. He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror 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 Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees, or parties in interest, including this affiant.





**CITY OF GREENACRES  
RFP NO. 25-003  
FIREWORKS DISPLAY**

**NON-COLLUSIVE AFFIDAVIT**

Signed, sealed, and delivered in the presence of:

WITNESSES:

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, who was physically present, as \_\_\_\_\_ (title), of \_\_\_\_\_ (name of entity) which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

\_\_\_\_\_  
Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



**CITY OF GREENACRES  
RFP NO. 25-003  
FIREWORKS DISPLAY**

**AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

The undersigned, on behalf of the contractor listed below ("CONTRACTOR"), hereby attests under penalty of perjury as follows:

The CONTRACTOR, by signing this affidavit as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes. (Source: § 787.06 (13), Florida Statutes – Human Trafficking).

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: \_\_\_\_\_, 20\_\_\_\_ Signed: \_\_\_\_\_

Entity: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ [title] of \_\_\_\_\_, a company authorized to do business in the State of Florida, who is ☐ personally known to me or ☐ who has produced \_\_\_\_\_ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind \_\_\_\_\_ [CONTRACTOR'S Name] to the same.

Notary Seal

\_\_\_\_\_  
Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

