



**REQUEST FOR PROPOSALS  
TO PERFORM A**

**FIREWORKS DISPLAY**

**# RFP-21-19-TC**

*Issued: August 25, 2021*

**Proposals Due: TUESDAY, SEPTEMBER 28, 2021  
2:00 p.m. EST**

*Prepared by:*

*Town of Fort Myers Beach  
2525 Estero Blvd.  
Fort Myers Beach, FL 33931*

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**TOWN OF FORT MYERS BEACH  
ADVERTISEMENT - REQUEST FOR PROPOSALS #RFP-21-19-TC**

The Town of Fort Myers Beach invites proposal submissions from qualified firms to perform a 20-minute fireworks display for the Town of Fort Myers Beach **#RFP-21-19-TC**. The Town Hall is located at 2525 Estero Boulevard, Fort Myers Beach, Florida 33931. Sealed proposals must be received in Town Hall, attention Contracts Manager, no later than **2:00 PM** local time, **TUESDAY, SEPTEMBER 28, 2021**. Any proposal received by the Town later than the above time will be returned unopened.

The scope of the project includes choreographing, programming, storing, wiring and firing the display for events which will be specified by the Town. Contractor shall provide all qualified personnel, transportation, storage, locating equipment, and any other required materials to perform the services as required in accordance with the applicable laws.

This project requires the Respondent(s) selected to be qualified to do business in the State of Florida at the time of submittal and during the entire course of services rendered. The Local Vendor/Contractor preference will not apply to this procurement.

Interested parties must obtain the package of project documents for **Fireworks Display #RFP-21-19-TC**. The package may be obtained from [www.demandstar.com](http://www.demandstar.com), [www.fortmyersbeachfl.gov](http://www.fortmyersbeachfl.gov), or by calling (239) 765-0202, Extension 1401.

Respondents are solely responsible for checking the Town web site for the issuance of any addenda prior to submitting a proposal, and for providing the Town with a current email address and facsimile number for this purpose. If the package is not obtained directly from the Town of Fort Myers Beach, or is modified in any manner, the Proposal will not be accepted for consideration by the Town.

No later than **2:00 PM** local time, **TUESDAY, SEPTEMBER 28, 2021**, Respondents shall submit one (1) original proposal and three (3) identical copies of the Respondent's proposal with an electronic copy of the same as a PDF on CD/DVD in a sealed envelope which is clearly and visibly marked on the outside, "**Fireworks Display #RFP-21-19-TC**." Respondent's complete name and address shall also appear on the exterior of the proposal package.

The Town of Fort Myers Beach reserves the right, in its sole judgment in the best interest of the Town, to waive any informalities in any proposals; to make award(s) including multiple awards; to waive any non-substantive, in Town's sole judgment, irregularity or technicality in proposals received, and/or to reject any or all proposals.

The Town's Selection Committee meeting dates will be posted at Town Hall and/or listed on the Town website or please contact the Town Contracts Manager at (239) 765-0202 extension 1401 for such information.

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TOWN OF FORT MYERS BEACH

Legal Ad:

Amy Baker, Town Clerk

RUN DATE: Wednesday, August 25, 2021

## FIREWORKS DISPLAY RFP-21-19-TC

Notice is hereby given that the Town of Fort Myers Beach, hereinafter known as the Town, invites proposal submissions from qualified firms to perform a fireworks display for the Town of Fort Myers Beach. The Town Hall is located at 2525 Estero Boulevard, Fort Myers Beach, Florida 33931. Sealed proposals must be received in Town Hall, attention Contracts Manager, no later than **2:00 PM** local time, **TUESDAY, SEPTEMBER 28, 2021**. Any proposal received by the Town later than the above time will be returned unopened.

This project requires the Consultant(s) selected to be qualified to do business in the State of Florida at the time of submittal and during the entire course of services rendered. The Local Vendor/Contractor preference will not apply to this procurement.

The scope of the project includes choreographing, programming, storing, wiring and firing the display for the designated event celebration. Contractor shall provide all qualified personnel, transportation, storage, locating equipment, and any other required materials to perform the services as required in accordance with the applicable laws.

Interested parties must obtain the package of project documents for **Fireworks Display #RFP-21-19-TC**. The package may be obtained from [www.demandstar.com](http://www.demandstar.com) or [www.fortmyersbeachfl.gov](http://www.fortmyersbeachfl.gov), or by calling (239) 765-0202, Extension 1401.

Respondents are solely responsible for checking the Town web site for the issuance of any addenda prior to submitting a proposal, and for providing the Town with a current email address and facsimile number for this purpose.

A **pre-proposal conference** will not be held for this project.

### DEFINED TERMS

Terms used in this solicitation are defined and have the meaning assigned to them. The term “Respondent” means one that submits a proposal directly to the Town of Fort Myers Beach. The terms “Selected Respondent”, “Provider” or “Contractor” means the qualified, responsible and responsive Respondent to whom the Town of Fort Myers Beach (on the basis of TOWN’s evaluation as hereinafter provided) makes an award. The term “TOWN” refers to the Town of Fort Myers Beach, a municipal corporation of the State of Florida. The term “RFP” refers to this Sealed REQUEST FOR PROPOSALS. The term “solicitation” refers to the entire RFP package and the Respondent’s submittal as a response to this RFP. The term “submittal” refers to all documentation and information as submitted by the Respondent in response to this solicitation.

#### A. PROPOSAL SUBMITTAL:

Submit one (1) original and three (3) identical copies of the complete proposal, and an electronic copy of the same as a PDF on CD/DVD. Proposals must be submitted by mail or in person to Town of Fort Myers Beach, Town Hall, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, not later than **2:00 PM on TUESDAY, SEPTEMBER 28, 2021**.

All Proposals shall be in a sealed envelope clearly marked – “**Fireworks Display #RFP-21-19-TC**”. For proper identification, the Respondent’s complete name and address shall also appear on the exterior of the proposal package.

Proposals submitted after the specified time and date will not be considered and may be returned unopened to Respondent. Proposals received by telephone, telegraph, facsimile and/or e-mail will not be accepted.

Proposals will be opened at approximately **2:15 PM local time on TUESDAY, SEPTEMBER 28, 2021** at Town Hall, 2525 Estero Boulevard, Fort Myers Beach, FL 33931. The Town’s short-list and final selection meeting dates will be posted at Town Hall and/or listed on the Town website at [www.fortmyersbeachfl.gov](http://www.fortmyersbeachfl.gov). The Town

may also be contacted (239) 765-0202 ext. 1401 for meeting dates.

It is the Respondent's responsibility to insure the proposal is mailed or delivered by the due date. The Town will not be held responsible for proposals delayed by the U.S. Mail or any other courier. The Town shall not be held liable for any expenses incurred by the Respondent in preparing and submitting the proposal and/or attendance at any interviews, contract negotiations or applicable site visits.

**B. RECEIPT OF PROPOSALS:**

The Town will only accept proposals from firms qualified to perform the services identified in the scope of work.

In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the Town and prime contractor.

**C. SUBCONTRACTING:**

Should the Respondent intend to subcontract all or any part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in proposal response. The Respondent shall be responsible for subcontractor(s) full compliance with the requirements of the RFP specifications. If awarded the contract, payments will only be made to prime Respondents submitting the proposal. The Town will not be responsible for payments to subcontractors.

**D. QUESTIONS ABOUT THE RFP:**

Any questions or communications concerning conditions and specifications shall be submitted in writing to the Town's Contracts Manager, no later than noon seven (7) calendar days prior to the proposal due date by fax or e-mail. Last date for questions: **Tuesday, September 21, 2021**. Communications shall be addressed in writing to Contracts Manager, Fax (239) 765-0909; or via e-mail [bids@fortmyersbeachfl.gov](mailto:bids@fortmyersbeachfl.gov). Replies will be issued to all Respondents of record as addenda that will become part of the contract documents. **Any attempt to make contact with Town staff or Town elected officials will result in your elimination from further consideration.**

**E. ADDENDA:**

The Respondent shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The Respondent should include an initialed copy of each addendum in the proposal package

**F. PUBLIC INFORMATION:**

All information and materials submitted will become the property of the Town and shall be subject to the provisions of the public records laws in effect at this time. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of the Town.

**G. CONTRACT:**

Each proposal is received with the understanding that an acceptance in writing by the Town of the offer to furnish any or all of the services and materials described shall constitute a contract between the Respondent and the Town. This contract shall bind the Respondent to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal. It is agreed that the Respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the Town and any sureties.

**H. AWARDS:**

As the best interest of the Town may require, the right is reserved to accept or reject any and all proposals or to waive any irregularity in proposals received; and to accept or reject any item or group of items unless qualified by Respondent.

**I. QUALIFICATION PROCEDURES:**

All applicants must be qualified to do business in the State of Florida.

**J. INDEMNITY:**

The successful Respondent agrees, by entering into this contract, to defend, indemnify and hold the Town harmless from any and all causes of action or claims of damages arising out or under this contract, including but not limited to attorney fees and costs incurred by the Town as a result of Respondent's response.

**K. EQUAL OPPORTUNITY STATEMENT:**

The Town of Fort Myers Beach, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, et seq. hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure equal participation in all contracts. No firm or individual shall be discriminated against on the grounds of race, color, gender, national origin, religious affiliation, sexual orientation, age or disability in consideration for qualification or selection.

**L. TAXES:**

All Town business license, personal property, real estate and other applicable tax requirements shall be met by the selected Consultant.

**M. DRUG-FREE WORKPLACE:**

The policy of the Town requires all Consultants maintain a drug free workplace policy. Consequently, any vendor providing goods or services to the Town must comply with all applicable Federal and State Drug Free Workplace Acts.

**N. FEDERAL, STATE, LOCAL LAWS:**

All Consultants will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in The Town and performing the prescribed service. Ignorance on the part of the Consultant shall not, in any way, relieve the Consultant from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

**O. INSURANCE:**

All Respondents shall submit proof of insurance as set forth below. Certificates of insurance written by a company or companies acceptable to the Town shall be submitted to the Town no later than ten (10) days after award of the contract. Failure to do so will disqualify the Consultant automatically. The award of a contract is conditioned upon such submittal to the Town's satisfaction. Certificates of insurance shall list the Town as the certificate holder and as an additional insured. Insurance shall be maintained during the entire term of the contract, shall include Contractual Liability and Products and Completed Operations Coverage, and shall be of the following forms and limits:

Workers Compensation Coverage for all employees to comply with Statutory Limits in compliance with the applicable State and Federal laws;

Commercial General Liability Insurance with minimum limits of \$10,000,000 each occurrence combined single limit or \$10,000,000 each occurrence/\$10,000,000 general aggregate;

Business Automobile Liability Insurance with minimum limits of \$1,000,000 each occurrence. Combined Single Limit or \$1,000,000 each occurrence/\$1,000,000 general aggregate; and

Professional Liability Insurance with minimum limits of \$1,000,000.00.

The establishment of minimum limits of insurance by Town does not reduce or limit the liability or responsibilities of Respondent.

Renewal shall be sent to the Town at least 60 days prior to any expiration date. Consultant shall ensure that its insurer provides a 60 day notification to the Town in the event of cancellation, renewal, or modification of any required insurance coverage requirements that the Consultant is required to meet. The Consultant shall provide the Town with certificates of insurance meeting the required insurance provisions.

**P. TIME OF CONTRACT:**

The Town anticipates awarding a Service Provider Agreement for a term of one (1) year with an option for two (2) additional terms of one (1) year each, for a possible total of three (3) years. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract term, including the renewal, unless mutually agreed upon by both parties. The resulting Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Consultant, by the Town giving thirty (30) days' written notice to the Consultant.

**Q. TIME FOR CONSIDERATION:**

Submitted Proposals must be in force for **NINETY (90)** days after the Proposal opening. Proposers may not assign or otherwise transfer their Proposals.

## PROPOSAL SPECIFICATIONS

### 1. **INTRODUCTION**

The Town is seeking qualified firms to provide a choreographed fireworks display beginning with New Year's Eve 2021.

### 2. **MINIMUM QUALIFICATIONS**

- a) Personnel: Contractor is responsible for hiring qualified personnel for these services.
- b) Licenses and Permits: The Contractor shall obtain and maintain, at its own expense, all applicable licenses and permits that are necessary to perform the services described herein.
- c) Materials, Parts, and Equipment: Except as otherwise provided herein, the Contractor shall provide all materials, labor, and equipment necessary to perform the services described in these technical specifications in the specified manner.
- d) Vehicles: The Contractor shall furnish all vehicles necessary to perform standard services.
- e) Safety: The Contractor shall exercise all legally required and reasonable measures necessary to safeguard property and persons from its operating hereunder. If the Town of Fort Myers Beach and or Fort Myers Beach Fire Department or Lee County Sheriff's office determines that the Contractor is not using standard safety practices, the Town may close down site until corrective measures have been taken.
- f) The bidding Fireworks Display Company must have a minimum of 3 years' experience in presenting fireworks display in similar in size to the proposed display and have no reported safety incidents or violations during this same time period.

### 3. **OVERVIEW**

The Town of Fort Myers Beach may choose to present/sponsor events with fireworks. All activities are free to the public and are presented on Town of Fort Myers Beach premises and the Lee County owned pier, with prior permit approvals, or the option of a barge. The Town is soliciting proposals from qualified firms to choreograph, program, wire and fire the display. The Town desires to enter into a Service Provider Agreement with the Contractor to perform such services as they are funded and approved by Town Council.

### 4. **SCOPE OF SERVICES**

#### 4.1 General:

Proposals are being solicited for two options:

- a) to choreograph, program, store, wire and fire the display for a designated event.
- b) to choreograph, program, store, wire and fire the display for a designated event including complete special event permitting, set up, preparation and related costs.

During the term of the contract, the Town may negotiate with the provider for additional programs of similar scope. Contractor shall provide all qualified personnel, transportation, storage, locating equipment, and any other required materials to perform the services as required in accordance with the applicable laws. Contractor will be responsible for filling out and submitting all permits and paperwork as required by the Fort Myers Beach Fire Control District and other authorities.

## 4.2 Option1

Provide costs for fireworks production only

From Lee County pier

- a. 20 minute pyrotechnic firework display done at 9 pm on a weekday
- b. 20 minute pyrotechnic firework display done at midnight on a weekday
- c. 20 minute pyrotechnic firework display done at 9 pm on a holiday
- d. 20 minute pyrotechnic firework display done at midnight on a holiday

From Barge supplied by contractor

- a) 20 minute pyrotechnic firework display done at 9 pm on a weekday
- b) 20 minute pyrotechnic firework display done at midnight on a weekday
- c) 20 minute pyrotechnic firework display done at 9 pm on a weekday
- d) 20 minute pyrotechnic firework display done at midnight on a weekday

- a) The vendor shall obtain all required permits and licenses from Federal, State, and Local governments and meet all insurance requirements for the firework production only.
- b) Present display in a location designated by the Town of Fort Myers Beach:
- c) **Probable Event Location:** Downtown Time Square off Estero Blvd. Lee County Pier
- d) **Probable Fireworks Firing Location:** End of County-Owned Pier
- e) **Site Availability** for the required set up will begin at 10 a.m. the day prior to the event, note the full pier will not close until 5.p.m., unless deemed earlier by the Town, County or Fire district representative for safety. The pier safety zone requirements and times will be established by the Fort Myers Beach Fire District.
- f) **Potential Dates:** December 31, Time: Midnight, July 4, Time: 9:00 pm
- g) **Inclement Weather Date:** January 1 Time 9:00 pm, July 5, Time 9:00 pm
- h) **Length:** Firework display production will be a 20 minute show with no music.
- i) Upon award, vendor shall inspect the Town designated site where the fireworks will be displayed to ensure it is an adequate site for the display and that safety requirements and conditions of all parties are met. This inspection with the vendor shall include Lee County, Sheriff Department, Fire District and Town personnel.
- j) **Equipment:** The successful bidder will be required to furnish all equipment necessary to effectively display the required fireworks display. This equipment will consist of, but not limited to, the proposed fireworks as bid, fuse, mortars/firing tubes, finale racks (as may be required, flashlights, fuses or other similar ignition devices (electronic firing banks. Panels are preferred) lumber and/or any other materials, normally used to present a fireworks display of this size.
- k) Prices shall include the rental of Lee County parking area for contractor's truck and dumpster location, dumpster rental, lumber and sand for set-up.
- l) Provide a detailed list on the type of common and special fireworks being used, and the number of shells, by size and type, including specialty signature shells exclusive to contractor's firm.
- m) Insure that all shell sizes to be fired meet the site limitations and are aerial shells, no multi shot devices/barrages that stay low to the ground.
- n) **Staffing of the Fireworks Display:** The successful bidder must be able to provide a sufficient number of experienced personnel to deliver, secure, set-up and fire the display. A minimum of 2 certified technicians (shooters) plus an applicable number of handlers shall be provided for the display. Technicians and helpers must be experienced and trained in the proper handling and discharge of the fireworks applicable to the display.

- o) Upon the scheduling of an event the vendor shall provide to the own, Lee County, Sheriff's Department and Fire Department a complete list of all staff that will participate in the event, with their certifications.
- p) Provide delivery to point of fire on day of display, The Town has no facility of overnight storage) Be responsible for all travel, storage, set up, and firing expenses, placement and removal of all necessary materials and structures to complete the display. All expenses shall be inclusive in the final price.
- q) Fire Safety:**
  - r) A detailed manifest list with exact quantities of what is being taken to the pier
  - s) No loose material or packaging shall be allowed to accumulate on the pier at any time
  - t) An update list of all ordinance that is loaded and accountability of all products at all times shall be
  - u) maintained
  - v) Only those workers employed by the firework vendor and public safety officials are allowed on pier, all
  - w) employees shall have Identification on their person confirming their affiliation with the vendor.
  - x) We will not allow the employment of day laborers to assist in clean-up or set up.
  - y) After the show, and inspection of the pier will be conducted by the Fire Department and the lead
  - z) Pyrotechnic agent to confirm all ordinance is accounted for.
  - aa) Transportation of pyrotechnics will be in compliance with DOT State, and Federal Standards including placarding.
  - bb) USCG and FAA Notifications will be completed per the requirements of NFPA 1123.
  - cc) A detailed MSDS will be provided to the Fire District and the Town at least (2) weeks before show
  - dd) All employees of the Pyrotechnic agents shall have a picture ID supplied to them by the vendor, which is visible while working the day of the event.
  - ee) The vendor will submit a written emergency action plan which specifically addresses static electricity, emergency shut off of the display, accidental discharge, and change in weather conditions and subsequent actions of the pyrotechnic lead and crew members should these circumstances occur.
  - ff) Mortar tubes and rack systems shall be maintained in good condition in compliance with the requirements of NFPA 1123.
  - gg) On-site storage shall be in compliance with all Local, State, and Federal Guidelines.
- hh) Marine Safety:**
  - ii) Water depth, distance from shore, size of the barge, and fallout zones for the fireworks display are all
  - jj) factors dictated by the Coast Guard law.
  - kk) Any barge on open water must have an ABS (American Bureau of Shipping) certification;
  - ll) Any other requirements determined by the United States Coast Guard, Lee County Sheriff and Fort Myers Beach Fire District.

Submit a description of services to be provided with cost proposal. Please indicate rate differential for holiday, non-holiday, (pm shows and midnight shows, shooting from the pier, shooting from the barge. Note: Fire Safety Fees shall be paid directly to the Fort Myers Beach Fire District and pricing is subject to change. Contractor will be responsible for handling all paperwork and event permits as required. Estimated fees are: "Inspector Fees: 360.00, Engine Standby for Offload: 180.00, Apparatus Fee: 140.00, After-Hour Inspection Fee: 100.00, First Light Inspection of Beach: 80.00.

### 4.3 Option 2

Provide the Firework Display as stated above and include for complete production

Obtain:

- a) Obtain all required full event permits and licenses from Federal, State, and Local governments and meet all insurance requirements for the entire event; including Town, Lee County, Fort Myers Beach Fire, Lee County Sheriff, State of Florida Department of Transportation – Bridge Closure – Federal Aviation Authority and United States Coast Guard; and any other permit or license that may be required. Contractor will be responsible for handling all paperwork and event permits as required.
- b) All required barricades
- c) All required bathroom facilities for the event
- d) Staffing for the monitoring of the safety zone from 6 pm until the all clear by the Fire Department after the firework display.
- e) Staffing for cleanup of the Lee County pier, safety zone, and parking lot, to be completed no later than 8 am the following day
- f) Removal of all dumpsters and bathroom facilities by no later than 9 am the following day

### 5. ADDITIONAL INFORMATION

There is no currently set minimum or maximum shell size.

### 6. FORM OF PROPOSAL

Respondent is to provide the following information:

#### 6.1 Technical Knowledge and Competence

For each proposal submitted respondent shall include copies of all applicable licenses and certifications.

#### 6.2 Service Orientation and Professionalism

Provide background information about the Respondent organization (e.g., philosophy, ownership, size, facilities, location(s)) with specific reference to how the organization meets the minimum qualifications. Describe the management structure at both the corporate level and at the project level (e.g. number of managers, supervisors, and non-supervisory personnel).

#### 6.3 References

Provide at least three (3) references with contact information

#### 6.4 Price

Respondent shall provide the Town with a proposal for its services based on per event costs.

Payment will be made by Town within 30 days of receipt of an approved invoice from Provider.

#### 6.5 Subcontracting

If Respondent intends to subcontract any part of the work under this contract, indicate which parts and the subcontractors to be used. For each subcontract, detail the subcontractor's capability, skill, and assigned responsibilities. Describe how the subcontractor work assignments and personnel will be managed.

## **7. ADDITIONAL INSTRUCTIONS**

### **7.1 Conditions of Work**

Each Provider shall inform itself fully of the conditions relating to the project and the employment of labor therein. Failure to do so will not relieve a Provider of the obligation to furnish all materials and labor necessary to carry out the provisions of their agreement.

### **7.2 Subcontractors**

The use of subcontractors and the work they are to perform must receive prior written approval of the Town. Provider shall be solely responsible for all work performed and materials provided by subcontractors. Provider shall be responsible for the liability of subcontractors for the types and limits required of the Provider.

### **7.3 Criminal Background Investigations**

The Provider shall provide the Town with criminal background check information for each employee and any and all subcontractors hired by the Provider to provide services outlined herein.

### **7.4 Public Information**

Respondents are advised that all information submitted in the proposal shall be considered public information upon award of one or more contracts under this RFP.

### **7.5 Public Entities Crime Form**

Respondents shall complete and submit with their proposal the sworn statement required by Section 287.133, Florida Statutes, Public Entity Crimes.

### **7.6 Affidavit Certification Immigration Laws**

Respondents shall complete and submit with their proposal the Affidavit Certification Immigration Laws and include certification and any and all subcontractors hired by the Provider.

### **7.7. Service Provider Agreement**

The Town of Fort Myers Beach standard Service Provider Agreement is attached to this RFP for reference and shall not be filled out or completed. Respondent shall acknowledge receipt of the Service Provider Agreement as part of its RFP submission, and acknowledge the Service Provider Agreement shall be executed by all parties in its current form.

### **7.8. Commercial Warranty**

The Respondent agrees that the products and services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Respondent gives any customer for such.

### **7.9. Alternatives/Exceptions**

In offering its best proposal, Respondent may note exceptions to any of the provisions in this RFP. Respondent is to specify the RFP page number and section number and to detail the exception. Respondent should not incorporate by reference its entire, standard contract document. Respondent may present alternative methods to meet the Town's objectives for this contract. However, Respondent is encouraged to first respond to the objectives detailed in the Services Required herein.

### **7.10. Presentation**

The Town may elect, but is not obligated, to offer to one or more Respondents the opportunity to present their proposal to the Town. Presentations, if any, will be in a form and manner prescribed by the Town.

**7.11. Negotiations**

Negotiations shall then be conducted with one or more of the Respondents so selected. After negotiations have been conducted with such Respondent(s) so selected, the Town shall select the Respondent(s) which, in its sole judgment and opinion, made the best proposal, and shall award one or more contract(s) to the selected Respondent(s).

**7.12. Town Discretion in Award; Costs of Proposal Preparation; Section Headings**

The Town shall have the ability to decide not to award any contract under this Request for Proposal, or to award only a portion of the work provided under this Request for Proposal, in its sole discretion. All Respondents shall have sole responsibility for any cost(s) they incur related to this Request for Proposal and the Town shall bear no responsibility therefore. The Section headings are meant for the convenience of the Town only.

**8. EVALUATION CRITERIA**

Evaluation of the technical proposals determined to be responsive to the submittal requirements will be conducted by a Selection Advisory Committee in accordance to the procedures incorporated within enclosed “Exhibit 3- Proposal Scoring and Evaluation Information”.

**Evaluation Criteria:**

	<b>Weight (Points)</b>
Price	35
Experience and number of similar projects	25
Safety Measures and Safety Record in Proposal	15
Approach to display, number and size of type of shells	10
Ability to meet schedules or deadlines and responsiveness to the client via firm references	13
Town of Fort Myers Beach Vendor	02
<b>Total</b>	<b>100</b>

- A. Upon completion of the evaluation process, a recommendation for award of contract(s) will be issued by the Selection Advisory Committee to the Town Manager for review. Town Council approval will be necessary thereafter. *The agreement is expected to go before the Town Council at their second October meeting.* Contract(s) will have been negotiated prior to the Committee’s recommendation and may follow the format of the contract enclosed herein.

## PROPOSAL SUBMITTAL CHECKLIST

### **THIS CHECKLIST IS MERELY A GUIDE TO ASSIST THE RESPONDENT IN PREPARING A COMPLETE PROPOSAL SUBMITTAL**

**IMPORTANT:** Please read carefully and follow each item.

Please check off each of the following items as the necessary action is completed:

- 1. The Proposal has been signed.
- 2. Include a signed copy of each addendum, if any.
- 3. Public Entities Crime Form properly completed, signed and notarized.
- 4. Affidavit Certification Immigration Laws properly completed, signed, and notarized.
- 5. Acknowledge receipt of the Service Provider Agreement as part of the proposal submission, and acknowledge the Service Provider Agreement shall be executed by all parties in its current form.
- 6. List of subcontractors, including the name and address of each subcontractor.
- 7. The mailing envelope has been addressed to:  
Town of Fort Myers Beach Town Hall  
2525 Estero Boulevard  
Fort Myers Beach, Florida 33931  
ATTN: Contracts Manager
- 8. The mailing envelope must be marked sealed and marked “**Fireworks Display #RFP-21-19-TC**” with the due date and time noted. All courier delivered proposals must have the RFP title and number on the outside of the courier packet.
- 9. For proper identification, the Respondent’s complete name and address must also appear on the exterior of the proposal package.
- 10. Submit one (1) original and three (3) identical copies of the complete proposal, and an electronic copy of the same as PDF on CD/DVD.
- 11. Proposals must be submitted by mail or in person to the address herein no later than **2:00 PM local time on TUESDAY, SEPTEMBER 28, 2021.**

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT is entered into on this \_\_\_<sup>st</sup> day of \_\_\_\_\_ 2021, by and between the Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and **COMPANY** with an address of **COMPANY ADDRESS** (hereafter "Provider").

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

1. **Scope of Services.** Provider will perform all services and work necessary as set forth in "Scope of Services" attached as Exhibit "A". Provider warrants and represents that it is qualified, willing and able to provide and perform all services in accordance with the terms of this Agreement. The parties have the ability to modify the Scope of Services by mutual written agreement, except that the Town has the unilateral right to exclude specified services hereunder for any reason upon prior written notice to Provider and Provider will not be entitled to compensation for such excluded services unless those services have already been performed by Provider.
2. **Term.** The term of this Agreement is \_\_\_\_ commencing on **COMMENCE DATE** and terminating on **TERMINATION DATE.**
3. **Payment Obligation.** The Town will pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in attached Exhibit "B". The Provider's invoice statements must contain a breakdown of charges, description of services and work provided or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town will pay the undisputed amount, if any, within 30 days of the date of the invoice.
4. **Provider's Obligations.** The Provider's obligations include, but are not limited to, the following:
  - a) **Licensure.** The Provider will maintain all licenses and certifications required by governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
  - b) **Provision of Services.** The Provider will perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the services to be provided or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider will designate one person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and will make all deductions required of employers by state, federal and local laws.
  - c) **Non-Waiver.** Neither review, approval, nor acceptance by Town of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Provider will in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.
  - d) **Indemnity and Hold Harmless.** The Provider agrees to indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Provider and persons employed or utilized by Provider in providing

services under this Agreement..

- e) Non-Public Information. The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider will require all of its employees and agents to comply with the provisions of this paragraph.
  - f) Statutory Duties. The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder will be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
  - g) Disclosure. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
5. Commencement and Completion of Work. The Town will provide written notice to the Provider regarding commencement of services under this Agreement. Time is of the essence in the performance of this Agreement. The Provider agrees to commence work promptly and carry on all services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and complete any of the services and work required hereunder in a timely and diligent manner, the Town may terminate this Agreement, in addition to any other remedies the Town may have.
  6. Insurance. The Provider will have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "C". Each Certificate of Insurance must include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider will instruct the issuing company to mail 30 days written notice to the Town of such cancellation.
  7. Inclusion of Additional Documents. Any request for bids and/or request for proposal, along with all exhibits or other attachments thereto as issued by the Town, are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference: Exhibit "A"; Exhibit "B"; Exhibit "C"; Attachment "A"; Attachment "B"
  8. Termination of Agreement. Either party may terminate this Agreement without cause upon 30 calendar days' prior written notice to the other, in which case the Town will compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due.
  9. Assignment, Transfer and Subcontracts. The Provider may not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider has the right, subject to the Town's prior written approval, to employ other persons and firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
  10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of three years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents will, with reasonable prior notice, have

the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during the term of this Agreement and the next succeeding three years.

11. Public Records. Contractor is required to comply with the provision of F.S. 119.0701. Specifically, the Contractor is required to keep and maintain the records required the Town to perform the services. Upon request by the Town, Contractor is required to provide the Town with a copy of the requested records, or the ability to inspect and copy records, within a reasonable time and at a cost to the Town that does not exceed the costs established under F.S. chapter 119. Upon completion of the contract the Contractor must transfer, at no cost to the Town, all public records in a format compatible with the Town's information technology system, or, in the alternative, the Contract may retain the records in a manner consistent with F.S. 119.0701(2)(b)4.

**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 THE PUBLIC RECORDS AT (239) 765-0202, [FMBPUBLICRECORDS@FMBGOV.COM](mailto:FMBPUBLICRECORDS@FMBGOV.COM), 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.**

12. References to Town. All references to "the Town" or "the Town of Fort Myers Beach" are deemed to include its employees, agents, and authorized representatives.
13. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement will be valid only when made in writing and signed by both parties. In the event of a conflict between the requirements, provisions, or terms of this Agreement and any subsequent written modification hereto, the most recently executed document will take precedence.
14. E-Verify. **As a condition precedent to entering into this AGREEMENT**, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
  - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
  - b. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
  - c. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
  - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.
  - e. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this

section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

15. Miscellaneous Provisions.

- a) Applicable Law. This Agreement is governed by the laws of the State of Florida.
- b) Non-Discrimination. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- c) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and may not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
- d) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, written or oral, relating to the matters set forth herein.
- e) Notices. All notices required under this Agreement must be in writing and sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

ATTEST:

BY: \_\_\_\_\_  
Roger Hernstadt, TOWN MANAGER

BY: \_\_\_\_\_  
Amy Baker, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
Town Attorney

PROVIDER: COMPANY NAME

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

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed name of person signing

\_\_\_\_\_  
Printed name of witness

\_\_\_\_\_  
Title (printed)

**EXHIBIT “A”**

TO THE SERVICE PROVIDER CONTRACT DATED THIS \_\_\_<sup>st</sup> day of \_\_\_\_\_, 2021 BETWEEN THE TOWN AND COMPANY NAME PROVIDER.

1. SCOPE OF SERVICES: The Provider will perform the following services under this Agreement:

INSERT SCOPE

**EXHIBIT “B”**

TO THE SERVICE PROVIDER CONTRACT DATED THIS \_\_\_<sup>st</sup> DAY OF \_\_\_\_\_ 2021 BETWEEN THE TOWN AND **COMPANY NAME** PROVIDER.

**PAYMENT OBLIGATION**

1. The Town will pay the Provider as follows for all services listed in Exhibit “A”:
2. Provider will receive reimbursement for out-of-pocket expenses from the Town as follows:

**EXHIBIT “C”**

**INSURANCE:** The Provider shall obtain and maintain the following insurance coverages:

- a) Workers Compensation Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws;
- b) Employer’s Liability with a minimum limit per accident in accordance with statutory requirements;
- c) Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence and \$500,000 aggregate for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.
- d) Business Automobile Liability Insurance with minimum limits of \$500,000 per person and \$500,000 per accident for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$500,000, with coverage including owned vehicles, hired and non-owned vehicles, and employee non-ownership.

**EXHIBIT 1 - PUBLIC ENTITY CRIME AFFIDAVIT**

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

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

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of public entity)
- by \_\_\_\_\_  
(print individual's name and title)
- for \_\_\_\_\_  
(print name of entity submitting sworn statement)
- whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: \_\_\_\_\_  
\_\_\_\_\_.)

2. I understand that a “public entity crime” as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate
5. I understand that a “person” as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

Request for Proposals – #RFP-21-19-TC  
Fireworks Display for Town of Fort Myers Beach

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

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

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

\_\_\_\_\_  
(Signature)

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, by means of ( ) physical presence or ( ) online notarization, personally appeared before me and ( ) is personally known to me or ( ) who has produced \_\_\_\_\_, as identification.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

Notary Public, State of  
\_\_\_\_\_

Printed, Typed or Stamped Name

Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_

3.1

**EXHIBIT 2 – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

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

\_\_\_\_\_  
(Signature) (Title) (Date)

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by \_\_\_\_\_, by means of ( ) physical presence or ( ) online notarization, personally appeared before me and ( ) is personally known to me or ( ) who has produced \_\_\_\_\_, as identification.

My Commission Expires:

\_\_\_\_\_  
Signature of Notary Public

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name

Commission/Serial No. \_\_\_\_\_

**The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

**Exhibit 3**

**Proposal Scoring and Evaluation Information**

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**Evaluation Criteria:**

**Weight  
(Points)**

Price	35
Experience and number of similar projects	25
Safety Measures and Safety Record in Proposal	15
Approach to display, number and size of type of shells	10
Ability to meet schedules or deadlines and responsiveness to the client via firm references	13
Town of Fort Myers Beach Vendor	02
<b>Total</b>	<b>100</b>

**Scoring Criteria**

Each member shall rate each proposal on each criterion by scoring proposals according to the following standards:

5 = Excellent

4 = Exceeds Acceptable

3 = Acceptable

2 = Marginal

1 = Poor

0 = Unresponsive

**I. Evaluation**

Utilizing only the materials provided by the Contract Manager, and only the criteria outlined within the request for qualification or proposal, each committee member will complete the evaluation form included in the materials. This will entail multiplying the score determined by the member for each criterion by the weights listed on the form and totaling the scores for each respondent. This evaluation shall be completed prior to a committee discussion meeting scheduled by the Contract Manager.

**II. Award Recommendation**

A. The committee will base its award recommendation on the highest score.

**PRICE SHEET PLACE THIS EXHIBIT IN SEPARATE SEALED ENVELOPE**

Vendor Name \_\_\_\_\_

All items shall be delivered F.O.B. destination Fort Myers Beach, FL and delivery costs and charges (if any) must be included in the bid price. Failure to do so may be cause for rejection of the bid. Indicate No Bid in the Box if you choose not to provide that service

From Lee County pier	Firework Display Only	Firework Display & Full Event
20 minute pyrotechnic firework display done at 9 pm on a weekday		
20 minute pyrotechnic firework display done at midnight on a weekday		
20 minute pyrotechnic firework display done at 9 pm on a holiday		
20 minute pyrotechnic firework display done at midnight on a holiday		
From Barge supplied by contractor		
20 minute pyrotechnic firework display done at 9 pm on a weekday		
20 minute pyrotechnic firework display done at midnight on a weekday		
20 minute pyrotechnic firework display done at 9 pm on a weekday		
20 minute pyrotechnic firework display done at midnight on a weekday		

Rain Date Prices If Different:

Cancellation Policy:

Postponement/Delay Policy (Ex: COVID-19):

Other Conditions/Costs: