



ADVERTISEMENT/INVITATION TO BID

Wellington Council is accepting sealed bids for **ITB 010-13/ENR – Annual July 4th Fireworks Display**.

All Bids must be received; one (1) original and one (1) PDF (CD) copy, at the address below in the **Wellington Clerk's Office**, no later than **March 6, 2013 at 10:00 am. Local Time**, at which time all Bids will be publicly opened and read. Receipt of a response by any Wellington Office, Receptionist, or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. The Wellington Clerk's time stamp shall be conclusive as to the timeliness of receipt.

The Owner for the Project is Wellington, Florida, ("Owner").

Bid Documents may be downloaded online at www.demandstar.com or on our website at www.wellingtonfl.gov starting on **February 11, 2013**. No bid may be withdrawn for a period of 120 days after the posting of the recommended award as otherwise provided in Instructions to Bidders.

All Bids shall be sealed when submitted and be delivered or mailed to:

Wellington

ATTN: Clerk's Office

12300 Forest Hill Blvd

Wellington, FL 33414

ENVELOPE MUST BE IDENTIFIED AS SEALED BID ITB #010-13/ENR

The Owner reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept bids which in its judgment best serve the Owner.

Any and all questions regarding the bidding documents shall be directed to Wellington's Purchasing Division: Ed De La Vega 12300 Forest Hill Blvd, Wellington, FL 33414: Phone 561-791-4055 or email edelavega@wellingtonfl.gov

Publish: Palm Beach Post - **February 10, 2013**

Account #9-657448

BID ACKNOWLEDGEMENT COVER PAGE

SUBMIT BIDS TO: Wellington Attn: Clerk's Office 12300 Forest Hill Blvd Wellington, FL 33414		REFER ALL INQUIRIES TO PRIMARY CONTACT: Purchasing Division 12300 Forest Hill Blvd Wellington, FL 33414 Phone:(561)791-4055/Fax:(561)904-5817		Wellington <h1>INVITATION TO BID</h1> COMMODITY/SERVICE	
BID TITLE: Annual July 4 th Fireworks Display				BID NO: 010-13/ENR	

NAME OF FIRM, ENTITY, or ORGANIZATION:					
NAME OF CONTACT PERSON		VENDOR MAILING ADDRESS:		CITY:	STATE:
TITLE		VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):		CITY:	STATE:
PHONE NUMBER:		FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):			
EMAIL ADDRESS:		STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)			
FAX NUMBER:					
ORGANIZATIONAL STRUCTURE (Please Check One): Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>					
<i>If Corporation, please provide the following:</i> (A) Date of Incorporation: _____ (B) State or Country of Incorporation: _____ <div style="text-align: center;"> Month / Day / Year </div>					

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements.

<div style="text-align: center;">/</div>			<div style="text-align: center;">/</div>		
AUTHORIZED SIGNATURE (MANUAL)		AUTHORIZED SIGNATURE (PRINT OR TYPED)		TITLE (PRINT OR TYPED)	

INSTRUCTIONS TO BIDDERS

1. **GENERAL INSTRUCTIONS:** Potential bidders to the solicitation are expected to review all materials contained herein and prepare responses accordingly. Submit required documents, complete information with solicitation including pricing and related terms.
2. **TIMELINE:** The Event Timeline below gives the date and time (where applicable) for major activities in the solicitation.

EVENT	TIME	DUE DATE
Invitation (ITB) Release Date	N/A	February 11, 2013
Number of Bid Hard Copies Including PDF	One (1) original and one (1) PDF (CD) Copy	N/A
Questions from Bidders to Warrant Response/Addendum	6:00 pm	February 21, 2013
Bids Received By – (Deadline & Opening)	10:00 am.	March 6, 2013
Evaluation Committee Meeting (if applicable)	N/A	N/A
Posted Notice of Intended Award	Tentative/DemandStar.com/Clerk's Office	Tentative/DemandStar.com/Clerk's Office
Contract Award by Wellington Council	Tentative	Tentative

3. **NOTIFICATIONS:** Respondents are advised that <http://www.demandstar.com> is the preferred sourcing of notices, addendum, bids and other documented communications. Wellington is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Vendors are responsible to check <http://www.demandstar.com> for information and updates concerning solicitations or contact the Purchasing Division on the information listed above.
4. **TERMS AND CONDITIONS:** The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title and Bid number to the Clerk's Office, Village of Wellington, 12300 Forest Hill Blvd. Wellington, Florida 33414 no later than local time on stated TIMELINE.

ORDER OF PRECEDENCE: All responses are subject to the requirements, specifications, terms and conditions of the sections of this solicitation which, in case of conflict, shall have the order of precedence listed:

- | | | |
|-----------------------------------|------------------------------------|----------------------------------|
| 1. Bid acknowledgement Cover Page | 4. Technical Specifications | 7. Schedule of Values & Ordering |
| 2. Instructions to Bidders | 5. General Terms and Conditions | Instructions and Forms |
| 3. Special Terms and Conditions | 6. General Instructions to Bidders | |

Wellington objects to and shall not consider any additional terms or conditions submitted by a Bidder, including any appearing in documents attached as part of any response. In submitting its response, the Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the solicitation requirements, specifications, terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a bid or response.

5. **ACCEPTANCE AND REJECTIONS:** Wellington reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid(s) which in its judgment best serves Wellington.

GENERAL TERMS AND CONDITIONS

- 1 SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope as per stated TIMELINE above. The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. Neither the Village of Wellington nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this ITB.
- 2 EXECUTION OF BID:** Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted. Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted.
- 3 PRICES QUOTED AND CASH DISCOUNTS:** Bids must include deductions for trade discounts. Firm net prices must be quoted and both unit price and extended totals must be provided. When requested, prices must be stated in the units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discount options to be given for prompt payment must be made aware of. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. All prices quoted shall be fixed per initial term of Bid/Contract unless otherwise specified in Special Conditions. Prices negotiated during renewal terms shall remain firm and fixed for the duration of the renewal period. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes
- 4 TAXES:** Wellington is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Wellington owned real property as defined in Chapter 192, F.S.
- 5 MINOR IRREGULARITIES/RIGHT TO REJECT:** Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. Only Wellington reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Wellington. Wellington may reject any response not submitted in the manner specified by the solicitation documents.
- 6 MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s).
- If and whenever in the Bid specifications that a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. Reference to literature submitted with a previous bid will not satisfy this provision. Since Wellington does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid on, it is the vendor's responsibility to name such a product within his/her bid and proves to Wellington that said product is equal to that specified and to submit brochures, samples, and or specifications in detail on item(s) submitted. Wellington reserves the right to determine acceptance of item(s) as an approved equivalent.
- (a) UNIT OF MEASUREMENT (UOM) AND PACKAGING SPECIFICATIONS:** Bid price and extension given per line item(s) must be converted to reflect prescribed UOM in the bid form. If required and applicable, exact packaging specifications of materials per line item must be furnished for clarification and information in consideration of awarding contract.
- (b) SUBSTITUTIONS:** Wellington, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the specific material and brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense. When NO SUBSTITUTION is used in combination with a manufacturer's name, brand name and/or model number that named item is the only item that will be accepted by Wellington.
- (c) OPEN MARKET PURCHASE:** If to the extent materials and/or services cannot be obtained through successful bidder because of conformity, Wellington may purchase on the open market. Any increase in cost may be charged against the Proposer. Any violation of these stipulations may also result in bidders' Name being removed from the vendor list.
- (d) UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.
- 7 MATERIALS/PRODUCTS QUALITY:** Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
- 8 SAMPLES:** Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414 or User Department location if given.
- 9 DEFAULT/FAILURE TO PERFORM:** Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required

documents, and/or to fulfill any portion of this contract within the time stipulated. Upon default by the successful bidder to meet any terms of this agreement, the Purchasing Division will notify the bidder three (3) days (Fridays, weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Purchasing Division notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default: Wellington may terminate the Contract if the Bidder/Contractor/Officer fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

10 DELIVERY: Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Transportation of ALL materials/products shall be FOB Destination to any point within thirty (30) days after Wellington places an Order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of Wellington, Monday through Thursday, excluding holidays, unless otherwise specified.

11 INTERPRETATIONS: Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to The Purchasing Division before Bid opening date with address stated above. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by Purchasing Division in response to requests in full compliance with this provision. Bidder must submit to Wellington Purchasing Division at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

12 DISPUTES: Any actual or prospective proposer, offeror or contractor who is aggrieved in connection with a solicitation or award of a bid or contract may avail themselves of the procedures contained in Ordinance 98-36 in order to resolve disputed matters or complaints. The Purchasing Division shall post a tabulation of the solicitation results with intended award recommendations. Posting shall be in the Clerk's Office and shall be on display for public viewing. All bidders, proposers, offerors or contractors affected by the proposed award of contract will also be notified by the Purchasing Division at the time of posting, via Demandstar. Any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest to the Purchasing Division within 72 hours (excluding Fridays, Saturdays, Sundays and legal holidays) from 7:00 AM to 6:00 PM. The protest shall specify the subject matter, facts giving rise to the protest and also the action requested from Wellington. The Director of Financial Management and Budget will respond to all protests. Any person aggrieved by the decision of the Director of Office of Financial Management and Budget (OFMB) or his/her designee, may appeal to Wellington Manager within seven (7) days from the date of the Director of OFMB or designee's written decision. Said appeal shall be

in writing and shall state with specificity the grounds therefore and also the action requested of the Wellington Manager. The Manager shall attempt to settle or resolve the matter and shall render a decision, in writing, within seven (7) days following the receipt of the appeal. A decision by the Manager shall be final and conclusive unless the protestor files a written appeal directly to council within three days of the Manager's decision.

13 LIMITATIONS ON VENDOR CONTACT WITH CITY DURING SOLICITATION PERIOD: Bidders to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and Council award, any Wellington employee or official concerning any aspect of this solicitation, except in writing to the Purchasing Division or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

14 AWARDS: Wellington reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of Wellington; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Federal, State, County, Local laws, ordinances, rules and regulations. No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to Wellington upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to Wellington or who has failed to perform faithfully any previous contract with Wellington.

If the Bidder is in default, Wellington, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder for award or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

(a) No bid may be withdrawn for a period of 90 days after time of award by Wellington Council.

(b) As the best interest of Wellington may require, the right is reserved to make award by individual item, group of items, all or none, or multiple vendors. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive, responsible and determined to provide the overall best Value to Wellington.

(c) **LOCAL PREFERENCE POLICY:** Preferable consideration is given when awarding contract in accordance with the Wellington's Local Preference Policy found in Resolution No. R2009-91 Chapter 9, Section 7 of Wellington's Purchasing and Procurement Manual, as amended from time to time. This Preference includes:

(1) Western Communities local business with permanent location and headquarters zoned within the boundaries west of the Florida Turnpike, north of Lantana Road, south of Okeechobee Boulevard and U.S. Highway 98, east of Palm Beach County western boundary;

(2) Palm Beach County local business with principal permanent location and corporate headquarters within Palm Beach County, Florida.

- (d) Wellington reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.
- (e) Wellington reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide Wellington user departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded.
- (f) While Wellington may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by Wellington. If the Bidder is in default, Wellington, through the Purchasing Division will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.
- 15 BID OPENING:** Bids shall be opened and publicly read at 12300 Forest Hill Blvd, Wellington, Florida 33414 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened. It is the bidders' responsibility to assure that his bid is delivered at the proper time and place before time of bid opening.
- 16 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 any bidder will in no way be a cause for relief from legal responsibility.
- 17 INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend Wellington, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services caused by the goods provided pursuant to these bid documents and/or resultant contract.
- 18 OSHA:** The bidder warrants that the product and services supplied to Wellington, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and Chapter 442 FL Statutes, as amended. The failure to comply with these conditions will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.
- 19 SAFETY PRECAUTIONS:** The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder.
- 20 SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 21 ANTI-DISCRIMINATION:** The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
- 22 QUALITY AND CONDITION:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.
- 23 LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto Wellington property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Palm Beach County and Village of Wellington building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to Wellington occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.
- 24 BID BONDS, PERFORMANCE BONDS, and CERTIFICATES OF INSURANCE:** If Required Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, The Village of Wellington will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. The Village will retain all bid bonds until the bidder fulfills the terms of the bid. Bidder may withdraw their bid price up to the bid opening. If a bidder withdraws their bid after the bid opening or the successful bidder fails to execute the contract, the bid bond is forfeited, pursuant to Wellington's procurement policy.
- 25 CANCELLATION:** Wellington reserves the rights to cancel in whole or in part this contract by written notice to the contractor at any time and for any reason in accordance with this clause when Wellington determines that it's in the best interest of Wellington. Cancellation shall be in effective the date specified in the notice should any of the following apply:
- (a) The contractor is determined by Wellington to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to Wellington. An equitable adjustment in the contract price shall be made for completed service. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
 - (b) Wellington has determined that such cancellation will be in the best interest of Wellington to cancel the contract for its own convenience.
 - (c) Funds are not available to cover the cost of the services. Wellington's obligation is contingent upon the availability of appropriate funds.
- 26 INVOICING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to Accounts Payable at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less

deductions if any, as provided. Failure to follow these instructions may result in delay in processing invoices for payment. **PURCHASE ORDERS.** Commodities or services are ordered by Wellington via purchase order; Contractor shall not deliver or furnish products until Wellington transmits a purchase order unless alternate payment arrangements are made. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Wellington. **PAYMENT:** Any actual or prospective Bidder, offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 98-36 in order to resolve disputed matters or complaints. Payment will be made pursuant to Fla. Stat. § 218.70, Local Government Prompt Payment Act.

27 FACILITIES: Wellington reserves the right to inspect the bidder's facilities at any time with prior notice.

28 BID TABULATIONS: Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid. Bid tabulations with recommended awards will be posted for review by interested parties at the Clerk's Office were delivered and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

29 APPLICABLE LAW AND VENUE: The law of the State of Florida shall govern the contract between Wellington and the successful bidder and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

30 ASSIGNMENT: The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of Wellington, which consent may be withheld.

31 LAWS, PERMITS AND REGULATIONS: The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.

32 OPTIONAL CONTRACT USAGE BY OTHER GOVERNMENTAL AGENCIES: If a bidder is awarded a contract as a result of the solicitation, if bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

33 WARRANTIES OF USAGE: Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish Wellington's needs as they arise.

34 PUBLIC ENTITY CRIMES: As provided in Fla. Stat. § 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

35 CONFLICT OF INTEREST: The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. All Bidders must complete the Conflict of Interest Statement attached hereto. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.

36 NON-COLLUSION: Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Bid list(s).

37 PUBLIC RECORDS: All material submitted regarding this bid becomes the property of Wellington. Bids may be reviewed by any person thirty (30) days after the public opening or after an intended decision is announce, whichever is earlier. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer. Fla. Stat. § 119.07

Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

38 TIE BIDS: In the event there is a tie and one of the highest ranked proposers is a Western Communities local business, the award shall be made to the Western Communities local business. If a tie is between a Palm Beach County local business and a non-local business, the award shall be made to the Palm Beach County local business. If a tie occurs between two or more of either Palm Beach County local business or Western Communities local business, or non-local business, then the tie shall be broken by flipping a coin (R2009-91).

If a tie occurs between two non-local vendors than preference shall be given to those firms who have implemented a Drug Free Workplace Program. If the tied non-local firms all have Drug Free Workplace Programs, then the tie shall be decided by flipping a coin.

39 ADDITION OR DELETION OF TERMS OR CONDITIONS: No addition or deletion of the terms or conditions included with the bid response shall be evaluated or considered and any and all such revisions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.

40. PALM BEACH COUNTY INSPECTOR GENERAL: In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this RFP may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

NOTE

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL TERMS AND CONDITIONS SHALL HAVE PRECEDENCE.

SPECIAL TERMS AND CONDITIONS

PURPOSE: The purpose and intent of this solicitation to establish a term contract with a qualified fireworks display operator to furnish an annual July 4th fireworks display beginning July 4th 2013 as specified herein.

TERM OF CONTRACT: The term of the contract shall be for an initial period of three (3) years from date of award, and by mutual agreement between Wellington and the awardee(s), be renewable for two (2) additional one (1) year periods. Wellington reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of two (2) year renewals.

Annual renewals will be based upon mutual agreement between Wellington and vendor, and by incorporating the same terms and conditions. Renewals will be by a written notice from Wellington, and acceptance by the awarded vendor(s). The written notice will generally be provided about ninety (90) days prior to the contract expiration date. The pricing submitted for the initial period of the contract will remain fixed. There will be no allowable price escalations for services, materials, or fuel costs throughout the initial term contract term.

ESCALATION AND DE-ESCALATION DURING RENEWAL: Upon the anniversary date of each renewal period, the awarded vendor may submit a requested price increase per individual item unit cost to the Purchasing Division in writing, ninety (90) days prior to the renewal period. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to Wellington. It is also expected that de-escalation of prices will be extended to Wellington if market so reflects. Wellington will consider a price increase based on a most recent Consumer Price Index and/or proof of a manufacturer's price increase.

Wellington reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of Wellington. The contract will be extended 90 days beyond the contract expiration date, if needed. Bidders agree to this extension when they sign their bid document for the initial period.

Orders will be placed to the successful bidder(s) on an as-needed when-needed basis to meet Wellington's usage requirements. Wellington reserves the right to order as and when required. No delivery shall become due to be acceptable without a purchase order by Wellington.

METHOD OF AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

Once opened, the bids will be tabulated and evaluated by Wellington before recommendation and/or notice of intent to award. Wellington, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. Wellington further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of Wellington to award the bid to the lowest bidder, or any bidder. Wellington reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of Wellington, taking into consideration the factors set forth on the specifications on page 12. This award, if made, may be based upon considerations including, but not limited to: total number of shells, including specialty colors and size of shells; variety and uniqueness of shells; limited number of three and four inch shells; high quality of special effects shells, i.e., multiple break shells, amount of shells per minute, and lock of dead air time; length of show (minimum of 25 minutes in duration); experience and qualifications of pyro-technicians; size of crew; number of on-site shooters; references; and cost of fireworks display. Wellington shall be the sole judge of the bids and Wellington's decision shall be final. Wellington intends to award a contract to the lowest, responsive, responsible total lump sum bidder for the material specified within this bid document, taking into consideration experience, staffing, equipment, materials, references and past performance. **In case of disputes in the award of the contract, the decision of Wellington shall be final and binding on both parties.** **NOTE: NO CONTRACT SHALL BECOME EFFECTIVE UNLESS AND UNTIL IT HAS BEEN COMPLETELY EXECUTED BY BOTH PARTIES.**

WORK AUTHORIZATION/PLACING ORDERS: Orders shall strictly be based on Wellington's Unit Price Schedule (Schedule of Values). Bidders must bid on all individual line items as outlined in the Bid form. Failure to not bid on all items will be a basis for disqualification.

PAYMENT: No down or partial down payments will be made. All bid prices must include freight prepaid to location specified on purchase order in Wellington, Florida. Upon performance, Wellington shall make final inspection. If this inspection shows that the service as been performed in a satisfactory manner in accordance with the specifications, Wellington shall receive the same. Final payment due to the vendor shall be withheld until visual inspection is made by the Parks and Recreation Department representative and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Acceptance shall not exceed thirty (30) days.

DELIVERY: Bidder shall notify Wellington of any delays for deliveries lasting more than sixty (60) minutes. Wellington seeks a source of supply that will provide accurate and timely deliveries. The awarded bidder(s) must adhere to delivery schedules. If, in the opinion of a designated Wellington representative (project manager or supervisor), the successful bidder(s) fail at any time to meet the requirements herein, including delivery requirements, then the contract may be cancelled upon written notice. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions).

PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT: If the bidder(s) is awarded a contract under this solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of contract; provided, however, that the bidder may offer incentive discounts from the fixed price to Wellington at any time during the contractual term.

INSURANCE: Bidders must submit with their bid proof of insurance meeting or exceeding the following requirements or a letter of intent, to provide the following requirements if awarded the contract:

- Worker's Compensation Insurance – as required by law. The Village of Wellington will not accept filed certificates of exemption forms for Worker's Compensation Insurance. This policy must include Employer's Liability with the following limits - \$1,000,000 for accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.
- General Liability Insurance - \$1,000,000 general aggregate, \$1,000,000 per person, \$1,000,000 each occurrence and \$1,000,000 per accident for bodily injury.
- Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles – coverage shall provide minimum limits of liability of \$1,000,000 per accident Combined Single Limit for Bodily Injury and Property Damage. This coverage shall be an "Any Auto" type policy.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Village of Wellington as additional insured.

CONTACT PERSON: For any additional information regarding the specifications and requirements of this bid, contact: Ed De La Vega edelavega@wellingtonfl.gov 561-791-4055.

BID CLARIFICATION: Any questions or clarifications concerning this Bid shall be submitted in writing by mail, facsimile or email to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414, FAX: (561) 904-5809, EMAIL edelavega@wellingtonfl.gov. The bid title/number shall be referenced on all correspondence. All questions must be received no later than stated in this BID TIMELINE. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

GUARANTEE: The successful bidder will be required to guarantee all products supplied to be in compliance with the specifications. **Any and all deliveries of products found not to be in compliance must be removed immediately and replaced at bidder's expense.**

WARRANTY: Unit(s) to have full factory warranty. No demonstrators, etc., will be accepted. Manufacturer's warranty information must be submitted with Bid Form.

PRODUCT/CATALOG INFORMATION: All bidders must submit catalog/product and specification information on the unit(s) they propose to furnish on this ITB. Failure to submit such information will result in rejection of your bid.

COMPLETE PROJECT REQUIRED: These specifications describe the type of product required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the bidder from furnishing or delivering where required by any part of these specifications to the satisfaction of Wellington.

BID SUBMITTAL: All bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids may be considered "Non-Responsive" if the required information is not submitted by the date and time specified. Before submitting bid, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Division.

LATE BIDS: The Wellington cannot be responsible for bids received after opening time and encourages early submittal.

EXCEPTIONS TO SPECIFICATIONS: Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

COMPLETE INFORMATION REQUIRED ON BID FORM: All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND A PDF (CD) COPY of the Invitation for Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

ESTIMATED QUANTITIES: Quantities stated are for bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Said estimated quantities will be used by Wellington for the purpose of evaluating the low bidder meeting specifications

SUBCONTRACTORS: Bidder shall submit a list of the names of the subcontractors proposed for any portions of the Work. The names, addresses, phone and fax numbers must be listed on the "Questionnaire" included in this Bid document. Wellington reserves the right to approve any subcontractor(s) named and to recommend subcontractor(s) prior to award. No Bidder shall be required to employ any subcontractor against whom he has reasonable objection.

ACCEPTANCE: Delivery of the unit(s) and product to Wellington does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the unit(s) and product meets contract specifications and conditions. The unit(s) and product will be inspected and accepted by the using Department. Unit(s) and product must be in conformance with the specifications and that the engineering materials and workmanship exhibit a level of quality and appearance consistence with or exceeding industry standards. It will be the responsibility of the successful bidder to pick up any unit(s) found unacceptable. After notification, the successful bidder will have five (5) working days to respond and make the necessary arrangement to pick up unit(s), and to redeliver same in five (5) working days after date of pick up. Units not in compliance with bidder specifications are not eligible for, or considered delivered until corrections have been accomplished and in compliance.

QUALIFICATIONS OF BIDDERS: Wellington intends to award the bid to the responsive, responsible bidder, qualified to provide the work specified. Failure to submit the following requested information may result in bidder's bid being considered non-responsive.

1. Proposer shall provide evidence that their firm has been in business for a minimum of three (3) years, excluding any affiliates or parent companies. Bidder shall indicate number of years their firm has been in business.
2. Proposer shall provide a list of a minimum of five (5) similar size or larger municipal/government 4th of July performances.
3. List the specific number of workforce and their titles to be assigned to this contract.
4. Wellington reserves the right, before awarding the Contract to require bidder to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the financial, technical, and other qualifications and abilities of the bidder, including past experience with Wellington.

5. As part of the bid evaluation process, Wellington may conduct an investigation of references. Bidder's submission of a Bid constitutes acknowledgement of the process and consent to investigate. Wellington is the sole judge in determining Bidder's qualifications.
6. Wellington is the sole judge in evaluation considerations. Bids will be evaluated and awarded to the lowest responsive and responsible bidder licensed and qualified by experience to do the work herein. Successful bidder shall ensure proper staff, equipment, organization, etc. will be provided for this contract to meet all specifications denoted herein at a paramount level. Bidders past performance with Wellington may be used in the evaluation process in determining recommendation for award.
7. **Bidders must bid on all items noted. Incomplete bids will not be accepted.**

SPECIFICATIONS

Performance Specifications:

- A. Provide, deliver, and secure fireworks display to the designated point of fire area. Display is to be on July 4, 2013 and is to start at approximately 9:00 p.m., or as directed by an authorized representative of Wellington. The display shall be a minimum of 25 minutes in length. Vendor agrees that should inclement weather prevent a fireworks display on the above date, the display will occur on the next feasible (good weather) day agreed upon by both parties. In the event that the fireworks have been prepared, anticipating good weather, and inclement weather prevents igniting, then such exhibition of fireworks must be implemented on the next feasible (good weather) day in the best possible manner without any deduction in the number of shells and without additional costs to Wellington.
- B. Electrical Ignition of Fireworks: Manual ignition of fireworks shall not be allowed. All fireworks shall be ignited by use of an electrical firing system located at a distance from shells and other fireworks devices such that personnel igniting fireworks shall be safeguarded from harm in case of inadvertent or accidental detonation.
- C. Required Equipment: The successful vendor will be required to furnish all equipment necessary to effectively display the required fireworks exhibit. This equipment will consist of, but will not be limited to, the proposed fireworks as proposal, fuse, mortars, firing tubes, finale racks (as may be required), flashlights, fuses or other similar ignition devices, lumber and/or any other materials normally used to present a fireworks display of this size. The successful vendor must, upon completion of the display, remove all equipment used by the display operator at the firing site.
- D. Vendor to provide a sufficient number of certified pyro-technicians to set-up and fire display. A representative of the company that can bind and make decisions for the company shall be present on land prior to and during the display. Radio or phone contact shall be maintained with the shooters and with a Wellington representative.
- E. The Display shall be a minimum of twenty-five (25) minutes in length. It is the intent of Wellington that during the twenty-five (25) minute program, the skies of Wellington will be filled with color, with no period of time from opening to finale where there is not a display in the air.
- F. Shells: Three (3) and four (4) inch shells, very limited number to be included. **There shall be no shells smaller than three (3) inches in diameter included with proposal.** Display to provide high quality of special effect shells – i.e. multiple break shells; amount of shells per minute and lack of dead air time. The vendor shall provide what each section of the program will consist of, the number of shells, size, and length of time. Each shell shall be described, including name, description, height of firing, color(s), size, sound effect, etc.
- G. The vendor is responsible for and shall provide a list of the music (songs) to be choreographed with the display. Vendor shall consult with the Parks and Recreation staff on the list of music to be played in conjunction with display before the event.
- H. Pictures of the program intended for Wellington are requested; pictures must be provided of the particular shell bursts. The vendor shall provide a time breakout of display beginning, middle and finale.
- I. Regulations, Permits and Fees: the successful vendor shall be required to obtain, at their expense, all permits required for the presentation of the proposed fireworks display, including permits from governing fire department(s). A copy of all required permits shall be submitted to Wellington no less than three (3) weeks prior to the date of the display. The successful vendor must comply with all federal, state and local ordinances that may apply. In addition, the successful vendor must abide by the NFPA Code 1123-1990 Edition “Code for the Public Display of Fireworks”.
- J. Cleanup: All equipment and apparatus will be removed by the vendor upon completion of the show.

Any proposal that fails to provide the required information as described in the Performance Specifications section above may be deemed non-responsive.

Location:

The fireworks display location: Wellington’s Village Park (11700 Pierson Road) and the Wastewater Treatment Facility (11860 Pierson Road) are located adjacent to one another on Pierson Road in Wellington. The display will be observed by residents from the grounds of Village Park, but the display will be set up on the grounds of the Wastewater Treatment Facility. Access to the fireworks site will be available on July 4, 2013 for the required set up.

BID PROPOSAL CHECKLIST

Note: Please submit your bid in this order

YES___ NO___ 1. Bid submittal – one (1) original and one (1) PDF (CD) copy

YES___ NO___ 2. Bid Acknowledgment Cover Sheet

YES___ NO___ 3. Acknowledgment of addendums (if any)

YES___ NO___ 4. Bid Submittal Form

YES___ NO___ 5. Schedule of Values

YES___ NO___ 6. Questionnaire

YES___ NO___ 7. Drug Free Workplace

YES___ NO___ 8. Sworn Statement under Section 287.133(3) (a)

YES___ NO___ 9. Wellington Local Preference Form

YES___ NO___ 10. Conflict of Interest

YES___ NO___ 11. Insurance Certificates

YES___ NO___ 12. Copy of Appropriate Licenses

YES___ NO___ 13. List of Music Songs

YES___ NO___ 14. Pictures

BID SUBMITTAL

To:

Village of Wellington

12300 Forest Hill Blvd.

Wellington, Florida 33414

(Vendor)

agrees to provide material for the **Annual July 4th Fireworks Display** in accordance with the requirements and specifications of the Bid Documents for the Village of Wellington as specified herein for the

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Wellington for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Wellington to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

Contractor's Signature

Dated this _____ day of _____, _____
(Month) (Year)

SCHEDULE OF VALUES

The Proposers declare they have carefully examined the specifications and are thoroughly familiar with the provisions and with the quality, type and grade of service requested herein. The proposers declare to deliver the product/service in accordance with the bid specifications.

OPENING SEGMENT:

Shell Name & Size	Quantity	Describe Basic Effects Presented	Amount of Time

MAIN BODY SEGMENT:

Shell Name & Size	Quantity	Describe Basic Effects Presented	Amount of Time

GRAND FINALE SEGMENT:

Shell Name & Size	Quantity	Describe Basic Effects Presented	Amount of Time

TOTAL LUMP SUM FOR DISPLAY (Opening, Main Body & Grand Finale): \$_____

Bids submitted that do not meet the requirements as described on the specifications page may be deemed non-responsive. Bid award will be based on price and evaluation of additional information provided by the proposer on the specifications page. Pricing shall include delivery, setup, required equipment, ignition of fireworks, shells, display, cleanup etc.

QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in with the Bid. By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been engaged in business? _____
2. What is the last project of this nature that you have completed? _____

3. Have you ever failed to complete work awarded to you? If so, where and why? _____

4. Name three individuals or corporations for which you have performed work and to which you refer:

Name	Address	Phone	Email
Name	Address	Phone	Email
Name	Address	Phone	Email

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion to Date

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? _____

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed

8. What equipment do you own that is available for the work? _____

Equipment Type	Equipment Type

9. What equipment will you purchase for the proposed work? _____

10. What equipment will you rent for the proposed work? _____
11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.

12. The address of principal place of business is _____

13. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: _____

14. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers. _____

15. List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition. _____

16. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s). _____

17. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute. _____

18. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants. _____

19. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details. _____

20. List and disclose any and all business relations with any members of Wellington Council. _____

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business must attest to the following:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. We 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. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We 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. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Contractor's Signature

#

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

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

1. This sworn statement is submitted to _____
[print name of the public entity]
by _____ for _____
[print name of entity submitting sworn statement] [print individual's name and title]
whose business address is _____ and (if applicable) its Federal Employer Identification
Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury 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:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or 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.
4. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of 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. [Please indicate which statement applies.]
- _____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ 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.

STATE OF _____ [signature]

COUNTY OF _____ [date]

Subscribed and Sworn to (or affirmed) before me on _____ by _____
[date] [name]

He/she is personally known to me or has presented _____ as identification.
[type of identification]

[Notary's Signature and Seal]

Print Notary Name and Commission No.

APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH WELLINGTON OF WELLINGTON FLORIDA'S LOCAL PREFERENCE POLICY (SECTION 2.12.F OF WELLINGTON'S PURCHASING AND PROCEDURE MANUAL)

Wellington gives preference to local businesses in certain purchasing situations as set forth in Chapter 9, Section 7 of Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Chapter 9, Section 7 of Wellington's Purchasing and Procurement Manual:

Chapter 9, Section 7 LOCAL PREFERENCE

Western Communities Local Business - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent business location and headquarters within Wellington of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit "A" hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Palm Beach County local business - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt there from. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Subcontractor utilization - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which preference category your business is applying for:

☐ Western Communities Local Business

☐ Palm Beach County Local Business

☐ Subcontractor Utilization

1. The name of the business is: _____

2. The address of the business is: _____

3. How long has the business been located at its current address: _____

4. If the business has relocated within the last six months, please provide the answers to questions 1-3 for the previous location:

5. The previous name of the business is: _____

6. The previous address of the business is: _____

7. How long was this business at the previous location: _____

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County ☐ (2) the following municipality: _____ (3) located in unincorporated Palm Beach County: ☐

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.

12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.

13. Please provide a letter from the either the Palm Beach County if located in unincorporated Palm Beach County or the municipality if located within the municipality evidencing that the headquarters for the business is properly zoned for the business.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number - _____ Applicants Business Address _____

CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

☐ To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

☐ To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

☐ To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

☐ To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

☐ The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE