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CONTRACT

AGREEMENT FOR
FIREWORKS DISPLAY, 4TH OF JULY, ANNUAL CONTRACT

THIS AGREEMENT, made this 22nd day of May 2014, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Pyrotecnico Fireworks, Inc., f/k/a S. Vitale Pyrotechnic Industries, Inc., a Pennsylvania corporation authorized to transact business in the State of Florida, ("Contractor" or "Company" or "Pyrotecnico"), whose address and phone number are PO Box 149 New Castle, PA 16103, Phone: 954-401-2677, Fax: 724-652-1288, Email: cliberatore@pyrotecnico.com

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

(1) Request for Proposal No. 545-11320, Fireworks Display, 4th of July, Annual Contract, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").

(2) The Contractor's response to the RFP, dated December 10th, 2013, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, specific direction from the City Manager (or designee)
B. Second, this Agreement (Form P-0001) dated May 22nd, 2014, and any attachments.
C. Third, Exhibit A
D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

Pyrotecnico may use the City's property located at the Fort Lauderdale Aquatic Complex, 501 Seabreeze Blvd, Fort Lauderdale, Florida, to the extent such use does not conflict or interfere with the Swimming Hall of Fame or any other operations or activities at the Fort Lauderdale Aquatic Complex, from June 29, 2014, to July 5, 2014, for the 4th of July fireworks load-in site as an option to the Port Everglades load-in site as stated in the RFP. Pyrotecnico shall comply with all applicable laws and ordinances and City policies in connection with Pyrotecnico's use of the Fort Lauderdale Aquatic Complex property. Pyrotecnico shall pay for all fire watch and police detail fees as required by the City, not to exceed $6,000, related to the fireworks loading at the Fort Lauderdale Aquatic Complex. Additionally, Pyrotecnico agrees to reimburse the City for the cost of the pilings installed at the Fort Lauderdale Aquatic Complex, not to exceed $2,000 per year. Pyrotecnico may load both the City of Fort Lauderdale's and the City of Hollywood's fireworks display barges together.

III. TERM OF AGREEMENT

The initial contract period shall commence on April 1, 2014, and shall end on March 31, 2015. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B, to wit, $50,925 for a Fourth of July fireworks display, except as may be adjusted as set forth in Exhibit B, and $31,500 for barge and tug. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such

notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance *including Jones Act/Longshore and Harbor workers coverage for water shoots, on an "if any" basis.*

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - $500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: $10,000,000 per occurrence (can be combination of primary and excess coverage)

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability
e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Combined single limit - $1,000,000

The barge and tug(s) will be required to carry a minimum of $5,000,000 in Liability Insurance and the policy will need to name the City of Fort Lauderdale as an additional insured. Additionally, the Contractor shall be responsible for insuring that this coverage is in effect and they will need to name the barge and tug as additional insured's if they do not have their own coverage. A copy of the insurance rider must be submitted within 30 days of the acceptance of this proposal.

The CITY and the event sponsors shall be named as an additional insured. Certificates of insurance must be submitted to the Department of Procurement Services and be approved by the CITY's Risk Manager prior to commencement of any work.

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor 's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of

attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties

agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012),

affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

CC. Public Records

Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____
LEE R. FELDMAN, City Manager

ATTEST:

By: _____
JONDA K. JOSEPH, City Clerk

Approved as to form:

Senior Assistant City Attorney

ATTEST:

Lynn A. Hamed
Secretary

PYROTECNICO FIREWORKS, INC.

By:
Stephen J. Vitale
President

(CORPORATE SEAL)

STATE OF Pennsylvania :
COUNTY OF Lawrence :

The foregoing instrument was acknowledged before me this 24th day of April, 2014, by Stephen J. Vitale as president for Pyrotecnico Fireworks, Inc., f/k/a S. Vitale Pyrotechnic Industries, Inc., a Pennsylvania corporation authorized to transact business in the State of Florida.

(SEAL)

Notary Public, State of Pennsylvania
(Signature of Notary Public)

Marsha Lee LeFebvre
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ___ OR Produced Identification ___
Type of Identification Produced ___

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Marsha Lee LeFebvre, Notary Public
Union Twp., Lawrence County
My Commission Expires May 1, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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EXHIBIT B

AnnDebra Diaz

From: Chris Liberatore <cliberatore@pyrotecnico.com>
Sent: Thursday, December 12, 2013 3:31 PM
To: AnnDebra Diaz
Subject: 7.4.13 Bid

ORIGINAL BID

Hi Ann,

Sorry for the typo. That is correct the show value would be $50,925 and the barge is on top of that at $31,500 for a total budget of $82,425. So line 1 of the cost proposal page should have read $50,925. Thanks!

-Chris

Christopher Liberatore
Show Producer | Pyrotecnico - Florida
855.869.9135 (Toll Free)
954.401.2677 (Cell)
http://www.pyrotecnico.com | http://www.pyrotecnicofx.com

PYROTECNICO

PYROTECNICO special effects & lasers

ORIGINAL BID

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: Christopher J. Liberatore 12/10/13
(signature) (date)

Name (printed) Chris Liberatore Title: Show Producer

Company: (Legal Registration) S. Vitale Pyrotechnic Ind., Inc. dba Pyrotecnico

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: PO Box 149

City New Castle State: PA Zip 16103

Telephone No. 954.401.2677 FAX No. 724.652.1288 Email: cliberatore@pyrotecnico.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 30 days

Payment Terms (section 1.04): Net 45 Total Bid Discount (section 1.05): N/A

Does your firm qualify for MBE or WBE status (section 1.09): MBE No WBE NO

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____ NO X

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

Will accept wire transfers

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	**RELATIONSHIPS**
_____	_____
_____	_____
	_____
	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

PART VII - PROPOSAL PAGES – COST PROPOSAL

Proposer Name: Pyrotecnico

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, annual rate for all services identified in this request for proposal. This firm fixed annual rate includes any and all costs to the City. No other costs will be accepted. This firm fixed annual rate will be the same for the initial contract period.

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

1. Firm, Fixed Price for one 4th of July fireworks display completed in accordance with RFP specifications (Scope of Work):
   Minimum: 60 - 8" shells included in show $82,425.00

2. Firm, Fixed Price of barge with 1 tug in accordance with RFP specifications: $31,500.00

3. Firm, Fixed Price for each day of postponement of show due to weather delays. $12,500.00/day

4. Firm, Fixed, Price for cancellation charge if show is cancelled due to weather (see section IV.9.B): $69,693.75/show

OPTION/ALTERNATIVE I: IF the CITY were successful in obtaining/securing private or corporate sponsorship for the July 4th fireworks show, would CONTRACTOR extend same pricing/terms/conditions, as noted above, and all other conditions, to said private or corporate sponsor? This would require a separate agreement between sponsor and CONTRACTOR, which the CITY of Fort Lauderdale, FL, would assist both parties in facilitation of agreement.

YES x No____

OPTION/ALTERNATIVE II: Would CONTRACTOR consider being a corporate sponsor of the July 4th show, in accordance with a negotiated sponsorship agreement?

YES ____ No x

5. IF YES, HOW MUCH WILL BE *DEDUCTED* FOR CORPORATE SPONSORSHIP FROM ABOVE SHOW PRICE?

($_____)

TOTAL NET COST TO CITY of Fort Lauderdale, FL
$_____
(Evaluation criteria for cost to the City will be based on Items 1 thru 5 above)

6. Bidder is to outline below what cost adjustments would be made to the contracted price of the show to reflect the circumstances described in Section IV.9.A. Be specific as to how adjustment(s) would be computed. CONTRACTOR may provide examples of adjustments:

See Next Page.

Display Price Adjustments:

1. Unspent or Defective Shells:

   Unspent or defective shells will be inventoried post show and the city will be reimbursed as follows:

   3-inch shells- $10.20/shell

   4-inch shells- $19.57/shell

   5-inch shells- $40.70/shell

   6-inch shells- $63.88/shell

   8-inch shells- $88.54/shell

2. Show delay at start or any time during the show:
   a. In the event that the start of the show is delayed Pyrotecnico will credit the city $750/10 minutes of delay. For example. If the show is delayed between 10-20 minutes a credit of $750 will be due to the city. If the show is delayed between 20-30 minutes a credit of $1,500 will due to the city, so on and so forth.
   b. In the event that during the show there is a delay Pyrotecnico will credit the city $75/minute of dead air or delay.

Letter of Interest

To whom it may concern,

I first want to thank the city of Fort Lauderdale for the opportunity to propose, bid, and once again be part of the 4th of July fireworks display in 2014 and hopefully many years to follow. Personally, as a resident of Fort Lauderdale I take great pride in having produced the 4th of July fireworks display for the city the past few years.

Pyrotecnico appreciates the multiple one year renewals over the past few years and again hopes to continue to provide the city a dynamic display from the Atlantic.

As everyone involved knows producing this display is no easy feat, from securing the barge, securing a load in location, filing for permits, scheduling fire watch and security, coordinating music, designing the show, packing the show, building the show, shooting the show, and many other behind the scenes tasks. It is however, pleasure to work with all the necessary departments and entities to see the show through to the end.

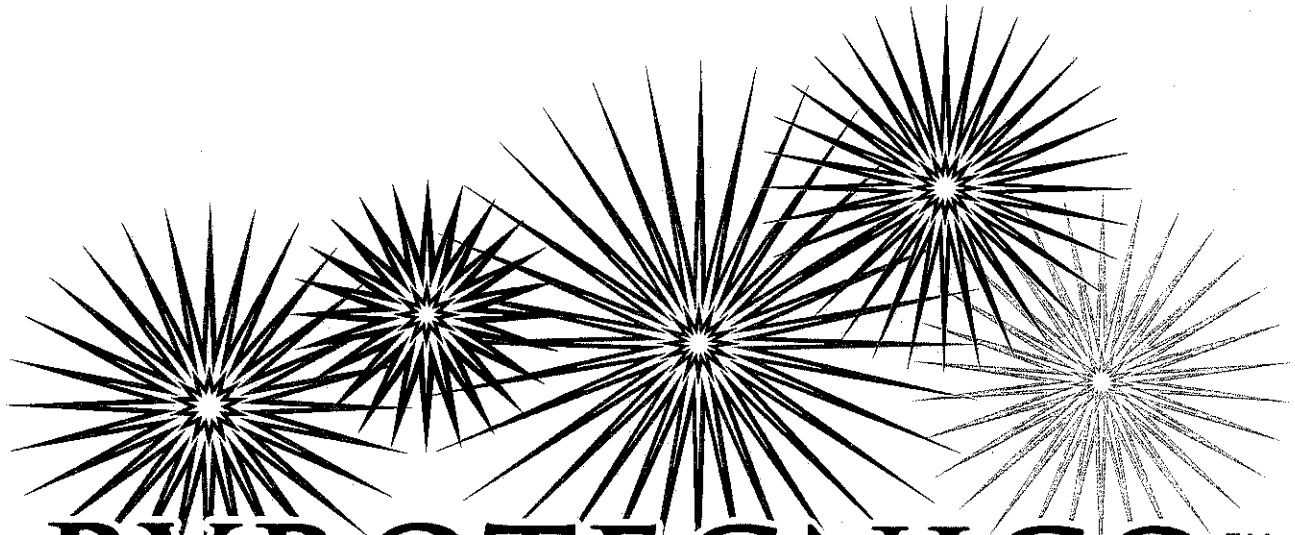
One of many unique advantages to using Pyrotecnico is the preferred pricing we receive for the barge because of two barges we secure each 4th of July for the city of Hollywood and Fort Lauderdale. As stated in the RFP it is common knowledge that appropriate ocean going barges are few and far between in South Florida. With that being said we have an agreement with Grady Marine Services to keep the barge costs at the same price as it has been for the past 5 years with no increase as long as Pyrotecnico remains the supplier. This is due to our long working relationship with Grady marine on not only the city's show but many off date shows. By keeping the barge costs down it maximizes the content of the display.

Thank you again for this opportunity and we look forward to serving the city of Fort Lauderdale again.

Sincerely,

Chris Liberatore

Chris Liberatore
Florida Show Producer



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VITALE FAMILY FIREWORKS * 1889

P.O. Box 149 • New Castle, PA • 16103 • Phone: 800.854.4705 • Fax: 724.652.1288

City of Fort Lauderdale
Fort Lauderdale, Florida
July 4th, 2014

Thank you,

PYROTECNICO™
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INTRODUCTION

Thank you for requesting more information about Pyrotecnico. This is a great opportunity for our company to showcase our energy and creativity on such a grand stage. It's what gets us up in the morning. We are truly excited about putting on a spectacular production for you.

We have included some information about our company. We are America's largest fireworks display company. Four generations have built Pyrotecnico into the success story that it is today. Our success is based on our drive to create both the safest and most spectacular shows possible. We hope that we'll have the opportunity to do so for your special event.

We are at your service.

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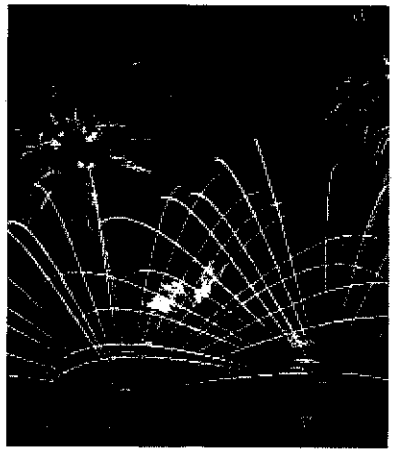
INTRODUCTION

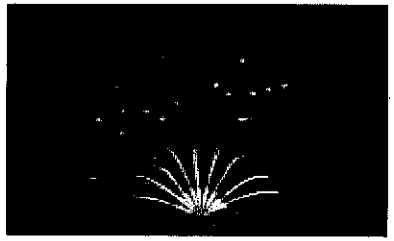
After 120 years of innovation, we remain the frontrunner in applying the newest and most exciting technology and products available in never before seen ways to enhance all areas of show design and unprecedented choreographed timing.

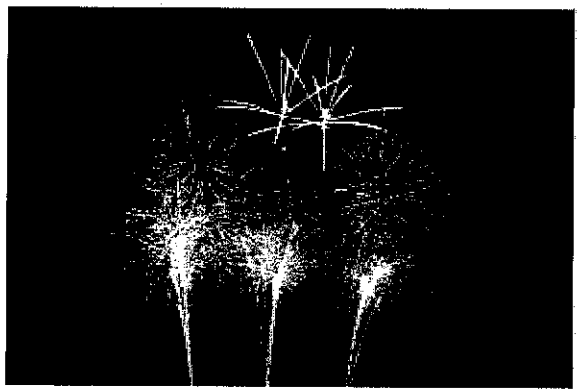
More than 2,000 times a year, we guide event producers confidently through every step of every show, from consultation all the way through to cleanup. You can rest easy that we are taking care of every detail so you don't have to. That is the "Peace of Mind" philosophy that we deliver to every project we work on.

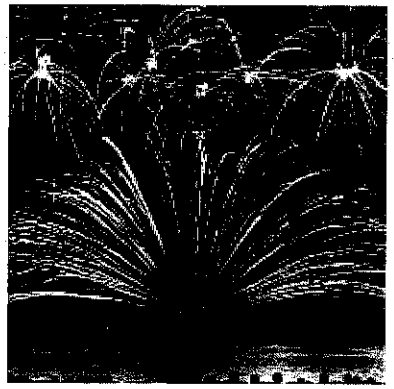
A positive attitude and attention to detail helps us build client relationships that grow year after year. Those same qualities have earned our crews the respect of officials all over the World. With a World class team that has an exceptional safety record, you are guaranteed a high quality, safe production for your event.

Simply put, clients always come first. We may have our eyes in the sky, but we're all business when it comes to you. Our passion for the business is demonstrated by our cutting edge innovation, the highest quality standards, and superior customer service. We produce each show with tireless dedication, insuring safety is our top priority. Imaginative people are the core of our success and great performances are our passion!









Our Vision

We will be the recognized leader as a full service Entertainment & Production Company. Our **passion** for the business will be demonstrated by our **cutting edge innovation**, the highest **quality** standards and superior customer service.

Our Purpose

To create **Ooh's & Aah's**

Our Core Values

We produce each show with **Tireless Dedication**.
We treat each employee, customer, supplier & regulator with **Respect**.
Individual & Team **Initiative** drives our company.
Imaginative people are the core of our success.
Great performances are our **Passion**.
Ensuring **Safety** is our top priority.

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INTRODUCTION

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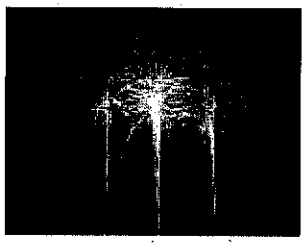
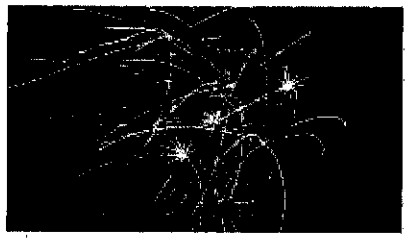
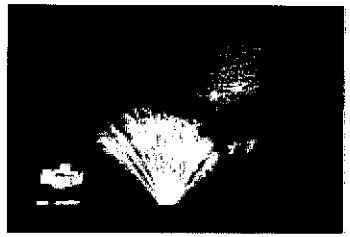
HISTORY

In 1889, Constantino Vitale started his fireworks company in Pietramelara, Italy. He immigrated to the United States in 1920 through Ellis Island making a home for his family and company in New Castle, Pennsylvania — a small town between Pittsburgh and Cleveland that would become known as "The Fireworks Capital of America."

At the turn of the century, the company was one of the largest fireworks companies in the country. By 1940 the company was headed by Constantino's son, Rocco Vitale Sr., who led the expansion of the facilities in New Castle which were also briefly used to manufacture explosives for the U.S. Navy during World War II. Many of these buildings still stand today, across the street from the 20,000 square foot corporate headquarters.

Five different generations of the Vitale family have grown Constantino's company by training new staff in the old family ways, selecting the best products from global suppliers, and delighting more and more audiences every year. In the 1990s the company took on the name "Pyrotecnico" to reflect the variety of products that it used to complement fireworks, like confetti, streamer cannons, lighting, fog, smoke, close proximity effects and synchronized pyrotechnics to pre-recorded audio or live performance.

Now, at the turn of the 21st century, the Pyrotecnico extended family looks to continue traditions as they create exciting celebrations for the next 100 years. According to CEO Stephen Vitale, "While we've become one of the premier fireworks and special effects companies in the world, we cannot lose sight of what has gotten us here: a commitment to innovation that impacts audiences visually and emotionally, attention to detail, listening to clients and a serious regard for safety. We take pride in these skills and use them to provide the best show possible for each event."

Knock their socks off and leave them wanting more!

Pyrotecnico is America's most creative fireworks display company. We've been designing fireworks shows, and searching the world for the latest in pyrotechnic innovations, for 118 years. That experience puts dramatic impact and new surprises in every display we produce.

We keep the surprises in the sky.

We've built hundreds of decade-long relationships by helping our clients stay unruffled while we dazzle their audiences. More than 2,000 times a year, we guide events producers confidently through every step of every show, from consultation all the way through to cleanup.

Behind our mastery of the fireworks arts and sciences are:

- Customer-centered attitudes and strategies
- World's best pyrotechnicians
- A collaborative, interactive design process
- Using the unique aspects of each venue to our advantage
- Respecting others and their ideas.

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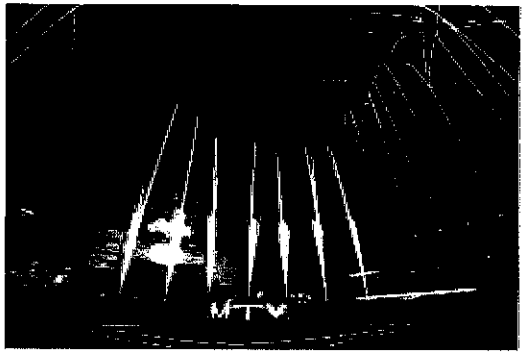
STRATEGY



Audiences expect each fireworks show to surpass the last one they saw. So we are continuously integrating the latest pyrotechnics to create rapid firings, layering in the sky from bottom to top, and dramatic pyrotechnic scenes.

Many of our techniques have their origins in European-style designs, where multi-shot devices are used to get as much width as possible in a display that appears to explode close to the ground.

This expectation fuels our passion for creating new results for each show we design.

Our nationwide network operates 365 days a year.

To serve our clients, Pyrotecnico has grown a national network of design offices, distribution centers and shipping locations.

Our staff from these locations are organized into virtual teams to develop and deliver shows in five regions in the U.S., the Caribbean, Europe and Asia. We operate 12 sales offices and 15 distribution offices across the United States.

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INNOVATION & PASSION

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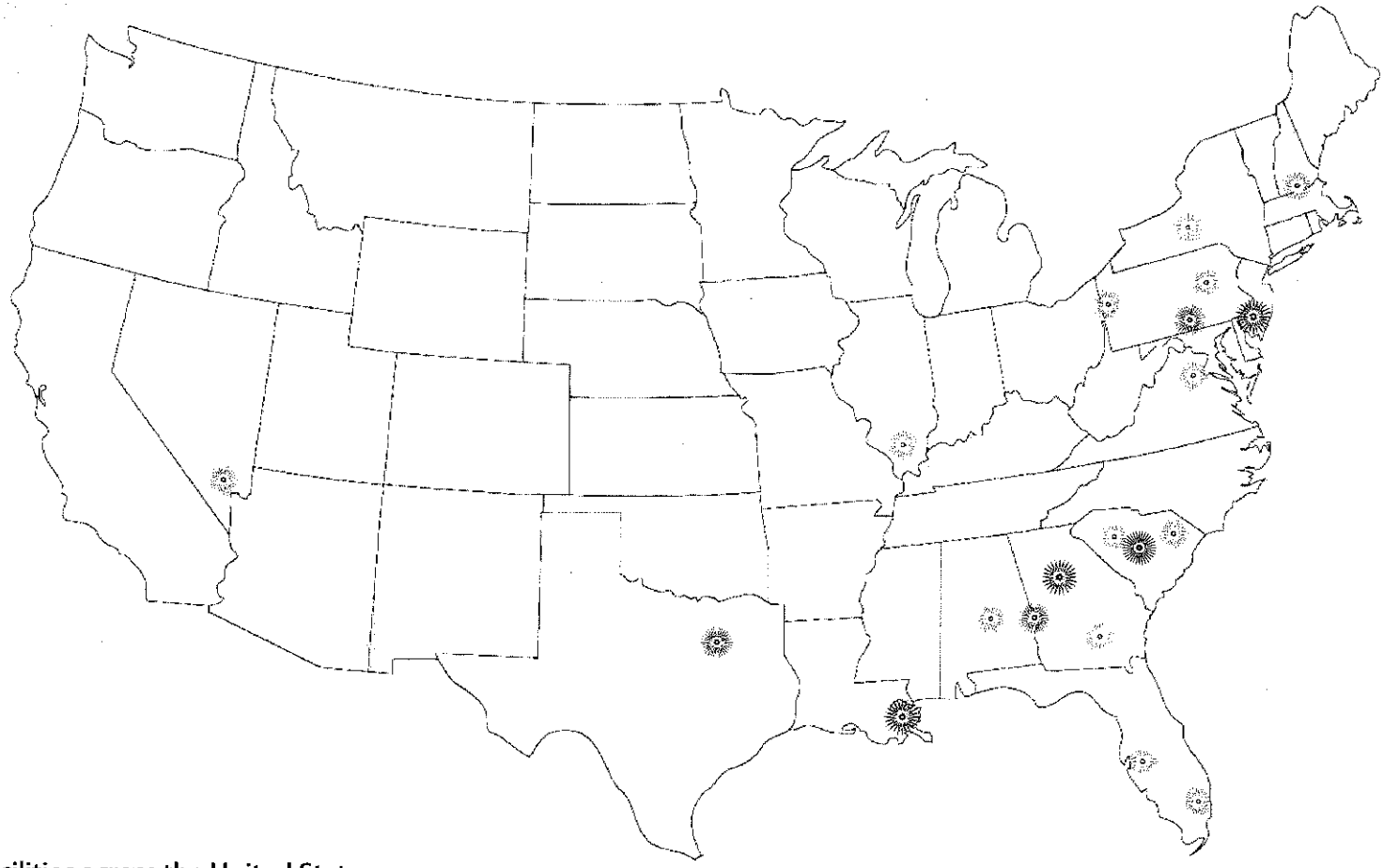
NATIONWIDE NETWORK



Pyrotecnico has many facilities across the United States to service every event in any location effectively.

Pyrotecnico Sales Office/Distribution Facility

A serious commitment to safety.

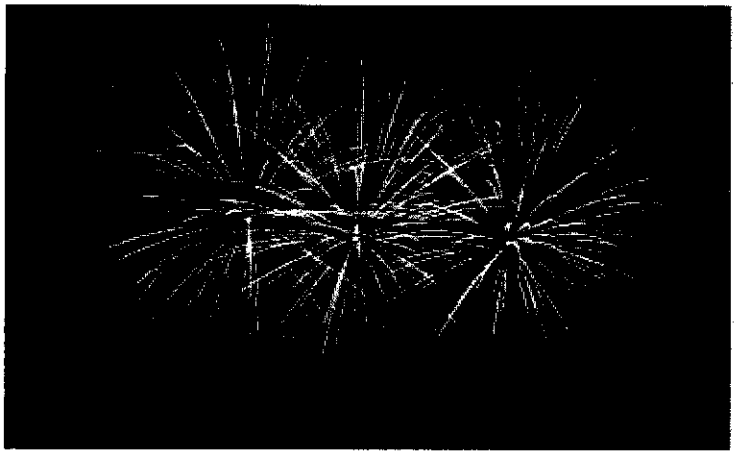
We hold the safety of our audience and technicians in the highest regard. We comply strictly with all federal, state, and local safety regulations and we work hard to keep environmental impact to a minimum. Our full time safety director will implement a safety plan specifically for your show. We will take care of attaining all necessary permits and approvals.

Fully insured and certified.

Every fireworks display includes provisions for all safety issues. All of our materials and equipment in Pyrotecnico fireworks packages includes 10-million-dollar general liability insurance and excess/umbrella liability insurance, 10-million-dollar commercial transportation insurance and workers compensation. All Pyrotecnico drivers carry current commercial licenses. Pyrotecnico has the finest insurance coverage available in the industry and we take pride in our unblemished safety record.

We use technology and training to increase safety.

Firing fireworks shows with a computer increases safety, and many of the new shells have improved lighting mechanisms. At your venue, Pyrotecnico technicians will take all necessary measures to ensure compliance with all local, state, and federal safety requirements.



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SAFETY

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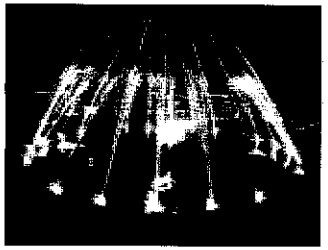
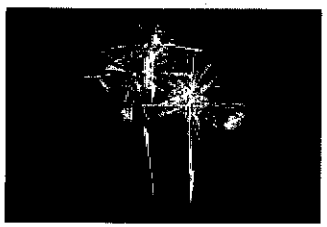
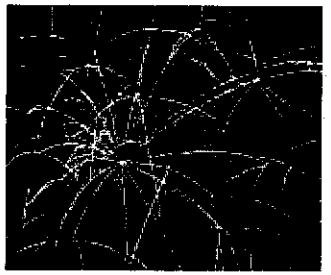
CLIENT SERVICE TEAM







Stephen Vitale - President & CEO - svitale@pyrotecnico.com
As the President and CEO of Pyrotecnico, Stephen provides the leadership for all of our employees and creates the philosophy by which we excel. Stephen has 30 years of experience in the fireworks and special effects industries.

Chris Mele - Chief Operating Officer - cmele@pyrotecnico.com
With 22 years of experience, Chris oversees the day to day operations and communications, while managing all of the distribution points and facilities in Pyrotecnico's nationwide network.

Rocco Vitale - Creative Director & Show Designer - rvitale@pyrotecnico.com
Rocco designs all shows and creative aspects of productions. Rocco has been in the business for 15 years.

Rick Hoppe - Chief Financial Officer - rhoppe@pyrotecnico.com
Rick oversees Pyrotecnico's accounting department, and handles Pyrotecnico's daily finances, insurance, and billing.

John Feigert - Regional Sales Manager - jfeigert@pyrotecnico.com
John supervises the servicing of client accounts, ensuring that you are completely satisfied with our service and your crowd will experience the best show they have ever seen.

Chris Liberatore - Show Producer - cliberatore@pyrotecnico.com
Chris services client accounts, making sure that all aspects of your program are completed in a timely manner.

Marsha LeFebvre - Sales Assistant - mlefebvre@pyrotecnico.com
Marsha aids Chris in obtaining all permits necessary for your event and making sure every detail of the preparation process has been addressed.

A Proposal For:
City of Fort Lauderdale 4th of July Display

Fort Lauderdale, Florida

Event Date

July 4th, 2014

Prepared for

Ms. AnnDebra Diaz
Procurement Specialist

To Provide

$50,925.00 Aerial Display Presentation (24 minute Display)
$31,500.00 Barge Rental Fee

$82,425.00 Total Price

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PROPOSAL

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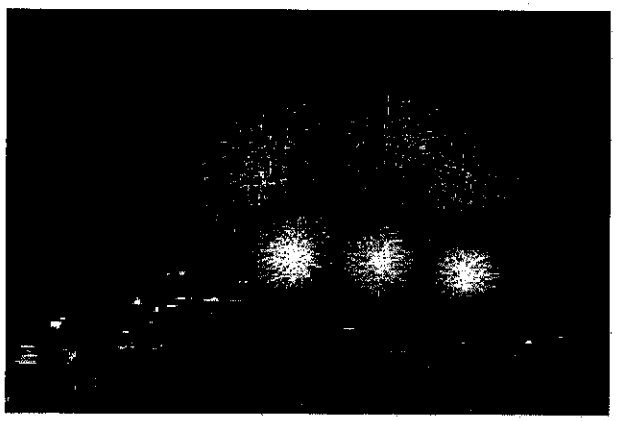
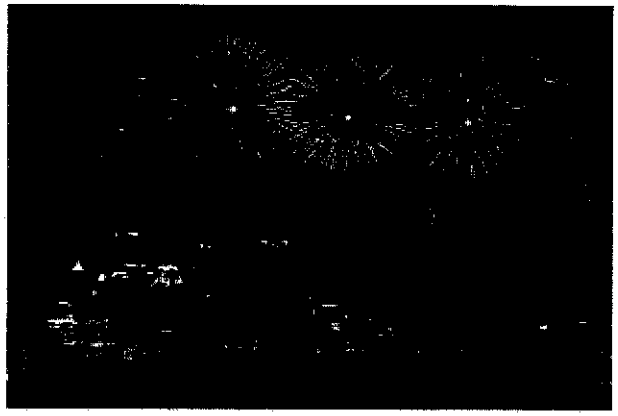
PROPOSAL

This Presentation Includes

- All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- Our trained technicians to produce the display.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- Highly choreographed display design.
- The widest variety of top quality shell and special effects from around the globe that includes our own American products





Opening Presentation

The Opening Presentation will start your display off "with a bang." A "mini-finale" will excite the crowd and get them energized for a great show.

60 3-inch Assorted Color Changing Star Shells
18 4-inch Assorted Color Changing Star Shells
15 5-inch Assorted Color Changing Star Shells
8 6-inch Assorted Color Changing Star Shells

101 Shells Total in Opening

Body

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

210 3-inch Assorted Aerial Display Shells
Note: Above shells will be individually fired or tied in combination flights of Two, Three, Five, or Ten Shells per Flight.

156 4-inch Assorted Aerial Display Shells
Note: Above shells will be individually fired or tied in combination flights of Two, Three or Six Shells per Flight.

183 5-inch Assorted Aerial Display Shells
Note: Above shells will be individually fired or tied in combination flights of Two, Three or Five Shells per Flight.

192 6-inch Assorted Aerial Display Shells
Note: Above shells will be individually fired or tied in combination flights of Two, Three or Four Shells per Flight.

60 8-inch Assorted Aerial Display Shells
Note: Above shells can be fired individually or from multiple sites

801 Total Yung Feng Shells

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PROPOSAL

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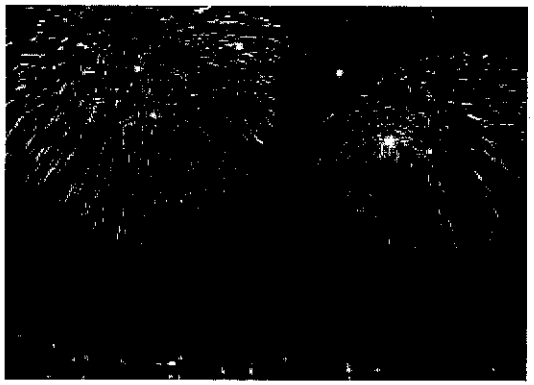
PROPOSAL



Specialty Body Shells

Spanish Shells:

12 4-inch Assorted Color Changing Star Shells
15 5-inch Assorted Color Changing Star Shells
8 6-inch Assorted Color Changing Star Shells

35 Total Spanish Shells

Yung Feng Shells:

32 5-inch Assorted Color Changing Star Shells
32 6-inch Assorted Color Changing Star Shells

64 Total Yung Feng Shells

Your Grand Finale Presentation

The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

260 3-inch Assorted Color Star Shells
200 3-inch Titanium Salute Shells
72 4-inch Assorted Color Star Shells
60 5-inch Assorted Color Star Shells
44 6-inch Assorted Color Star Shells
10 8-inch Assorted Color Star Shells

646 Shells Total in Finale

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Thank you!

Should you have any questions please feel free to contact us 24/7!

Thank you for the opportunity and we look forward to dazzling your audience!

Chris Liberatore

Chris Liberatore
Show Producer
954.657.8403 (local)
954.401.2677 (cell)
cliberatore@pyrotecnico.com

For more information, please scan this QR code and you will be directed to a video about Pyrotecnico.

TECHNICIAN RESUME

Chris Reitano

18405 Normandeau Street
Spring Hill, FL 34610

Cell: 727.364.1269

Display Experience:

Chris has been a lead technician for 15 years; he has experience with electrical fired displays and Is familiar with all safety standards

Past Display experience:

Lead Tech:
City of Boca Raton, Boca Raton, FL – 12/8/12
Historic Tours of American, Key West - 1/21/12
Tampa Bay Buccaneers, Tampa Bay, FL – 12/9/12
Carlouel Yacht Club, Clearwater Beach, FL – 12/17/12
South Florida Fair – 1/12/12

TECHNICIAN RESUME

Dan Waldron

746 Crestline Lane NE
Palm Bay, FL 32907

Cell: 321.795.9726

Display Experience:

Dan has been a lead technician for 5+ years; he has experience with electrical fired displays and is familiar with all safety standards

Past Display experience:

Lead Tech:
City of Tavares, FL – 4/5/13
Boca Raton Polo club, FL – 4/13/13
Tampa Bay Storm, FL – 6/8/13

TECHNICIAN RESUME

Donald Wolford

4829 Onyx Lane, Apt. 206
New Port Richy, FL 34652

Cell: 727.389.6674

Display Experience:

Don has been a lead technician for 7+ years; he has experience with electrical fired displays and Is familiar with all safety standards

Past Display experience:

Lead Tech:
Tampa Bay Buccaneers, Tampa, FL – 8/4/12
David Straz, Jr., Tampa, FL – 10.13.12
City of Cape Coral, FL – 11/9 & 11/10/12
Ruth Eckerd Hall, Clearwater, FL – 1/25/13

TECHNICIAN RESUME

David Hise

11510 Valley Road
Dade City, FL 33525

Cell: 352.206.3426

Display Experience:

David has been a lead technician for 10 + years; he has experience with electrical fired displays and Is familiar with all safety standards

Past Display experience:

Lead Tech:
Florida Citrus Sports – Orlando, FL – 12/28/12
Hawks Cay Resort, Duck Key, FL – 12/31/12
Orange Bowl Comm, Miami Lakes, FL – 1/6/13

Action Plan and Load in Schedule:

1. Permit with Coast Guard, Fire Department, and FAA will be filed for at a minimum of 60 days prior to the show.
2. Pyrotecnico prefers to coordinate all music no later than 30 days from the display
3. A Grady Marine Barge will be provided to launch the display. The specifications are as follows:
   Graymar 128
   Official Number 1160686
   120'x30'
4. The barge will arrive at the swimming hall of fame (or alternate approved load in location which is agreed on by the city, city fire department, Grady Marine, and Pyrotecnico) Between June 26th and June 28th, 2014
5. Pyrotecnico will arrive with a 52' tractor trailer of equipment and will build the Fort Lauderdale Display on July 1st, 2013. A crew consisting of 7-10 trained technicians will build the show.
6. Pyrotecnico will receive a delivery of the products to load the show on July 3rd. 7-10 trained technicians including 2 lead technicians will handle the safe loading of the show.
7. Pyrotecnico will finalize electronic cabling and continuity tests for the show on July 4th prior to departure to the shoot site. Fire department final inspection will occur on July 4th prior to departure to the shoot site.
8. The barge will depart for the shoot site at approximately 7pm.
9. The barge will return to the load in location immediately after the display.
10. Pyrotecnico will remove, properly package and transport any unspent or defective shells from the load in site. Unspent product will be bagged in approved static free bags and packaged in approved Pyrotecnico boxes.
11. Pyrotecnico will return on July 5th to breakdown all equipment and clean up load in location and barge
12. Barge will be removed no later than July 6th.

References:

1. City of Clearwater 7.4.12-Present

   $45,000.00
   Brian Craig
   PO Box 4748
   Clearwater, Florida 33756
   727.562.4804
   Brian.craig@myclearwater.com

2. City of Hollywood 7.4.09-Present

   $79,995.00 (Includes $31,500 Barge)
   Toni Bridges
   PO Box 229045
   Hollywood, Florida 33022
   954.921.3404
   tbridges@hollywoodfl.org

3. City of Pompano Beach 7.4.11-Present

   $35,000.00
   Mark Beaudreau
   100 West Atlantic Blvd.
   Pompano Beach, Florida 33060
   954.786.4111
   Mark.beaudreau@copdfl.com

4. Downtown Tampa Attractions 7.4.08-Present

   $20,000.00
   Troy Manthey
   615 Channelside Drive
   Tampa, Florida 33602
   813.477.2359
   troym@yachtstarship.com

5. City of St. Pete Beach 7.4.05-Present

   $20,000.00
   Mr. Steve Hallock
   155 Corey Avenue
   St. Pete Beach, Florida 33706
   727.363.9243
   steven@stpetebeach.org

6. City of Gulfport

   $20,000.00
   Bob Williams
   2401 53rd Street South
   Gulfport, Florida 33707-5161
   727.542.4200
   bwilliams@mygulfport.us

7. City of West Palm Beach

   $40,000.00
   Mary Pinak
   401 Clematis Street 5th floor
   West Palm Beach, Florida 33401
   954.614.7421
   mpinak@wpb.org

S. Department of Justice
ireau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the piration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

rect ATF rrespondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	8-PA-073-23-5J-12122
iief, Federal Explosives Licensing Center (FELC)	Christopher R. Reeves	Expiration Date	September 1, 2015

ame
PYROTECNICO

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
299 WILSON RD
NEW CASTLE, PA 16101-

ype of License or Permit
23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

ie licensee or permittee named above shall use a copy of this license or permit to assist a ansferor of explosives to verify the identity and the licensed status of the licensee or rmittee as provided by 27 CFR Part 555. The signature on each copy must be an original gnature. A faxed, scanned or e-mailed copy of the license or permit with a signature tended to be an original signature is acceptable. The signature must be that of the Federal xplosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true py of a license or permit issued to the licensee or permittee named above to engage in the usiness or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

S VITALE PYROTECHNIC INDUSTRIES INC
PYROTECNICO
PO BOX 149
NEW CASTLE, PA 16103-0149

President	
Licensee/Permittee Responsible Person Signature	Position/Title
Stephen J. Vitale	10/25/12
Printed Name	Date

ATF Form 5400.14/5400.15 Part I
Revised October 2011

vious Edition is Obsolete S VITALE PYROTECHNIC INDUSTRIES INC;299 WILSON RD;16101;8-PA-073-23-5J-12122;September 1, 2015;23-IMPORTER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

deral Explosives Licensing Center (FELC)
44 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

hange of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a ew location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the usiness or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the emainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license r permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

ight of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials usiness or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse r child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for enefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or ermit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to arry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: S VITALE PYROTECHNIC INDUSTRIES INC

Business Name: PYROTECNICO

License/Permit Number: 8-PA-073-23-5J-12122

License/Permit Type: 23-IMPORTER OF EXPLOSIVES

Expiration: September 1, 2015

DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

November 7, 2013

Pyrotecnico Of Florida Llc

PO Box 149
New Castle, PA 16103-

901090:CRR/SAW
5400
File Number: 1-FL-00886

Premises Address: 30435 Commerce Drive Unit 102 Suites J & L, San Antonio, FL 33576-8031

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to

Sincerely,

Christopher R. Reeves
Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
S. Vitale Pyrotechnic Ind., Inc.

Business name/disregarded entity name, if different from above
dba Pyrotecnico

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
PO Box 149

Requester's name and address (optional)

City, state, and ZIP code
New Castle, PA 16103

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ - ___ - ____

Employer identification number
25 - 1700772

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

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

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: Melanie Allen PHONE (A/C, No, Ext): 800-476-2211 FAX (A/C, No): E-MAIL ADDRESS: mall@mcgriff.com
INSURED S. Vitale Pyrotechnic Industries. Inc. dba Pyrotecnico P.O. Box 149 New Castle, PA 16103	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A :RLI Insurance Company — 13056 INSURER B :James River Insurance Company — 12203 INSURER C :Catlin Specialty Insurance Company — 15989 INSURER D :See Below INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** M3K9FV7A **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			000292605	01/14/2013	01/14/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Policy Aggregate:	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Tlr InterChg $1mil			LFT0012741	01/14/2013	01/14/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp. $2500 deductible	$ 1,000,000 $ $ $ Coll. $2500 deductible
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			000292625	01/14/2013	01/14/2014	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		738720960102-California Ins. Co 738720960101-Continental Indmnity Co. (Blanket Waiver of Subrogation Incld)	06/07/2013	06/07/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	EXCESS UMBRELLA COVERAGE			XSA2002600114	01/14/2013	01/14/2014	XS Underlying $4, Mil	$ 5,000,000 $ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER

Proof of Coverage
*
** ****

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RFP NO. 545-11320

TITLE: Fireworks Display, July 4th

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

(1) _____ Business Name is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) _____ Business Name is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt **or** a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) Pyrotecnico Business Name is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) _____ Business Name requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) _____ Business Name requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) _____ Business Name is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

PROPOSER'S COMPANY: Pyrotecnico

AUTHORIZED COMPANY PERSON: LYNN ANN HAMED (NAME) Lynn Ann Hamed (SIGNATURE) 12.10.13 (DATE)