

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 2024, by and between the City of Delray Beach, a Florida municipal corporation (the “City”), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and Zambelli Fireworks Manufacturing Co., a Foreign profit company authorized to do business in the State of Florida (the “Contractor”), whose address is 1060 Holland Drive, Suite J, Boca Raton, Florida 33487.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City’s Request for Proposals (RFP) No. 2024-005 and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City’s RFP No. 2024-005 and the Contractor’s response to the Request for Proposals, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications in RFP No. 2024-005, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein as Exhibit “A”, according to the terms and specifications of RFP No. 2024-005.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City:
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

- ii. With copy to:
City of Delray Beach
200 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney

- iii. As to the Contractor:
Zambelli Fireworks Manufacturing
Co.
1060 Holland Drive, Suite J
Boca Raton, Florida 33487
Attn: Tony Sawdey, VP of Sales

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. E-Verify

By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

ARTICLE 6. CONTRACT TERM

The term of this Agreement shall remain in effect for a term of three (3) years and may be renewed for two (2) additional, one-year period(s), unless terminated earlier in accordance with terms set forth herein.

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

ZAMBELLI FIREWORKS
MANUFACTURING CO.

By: Tony Sawyer

Print Name: Tony Sawyer

Title: V.P. Sales

(SEAL)



DANIELLE FREDRICKSON
Comm.: # HH 297432
Expires: August 4, 2026
Notary Public - State of Florida

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of May, 2024 by Tony Sawyer (name of person), as V.P. Sales (type of authority) for Zambelli Fireworks mfg Co (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced _____

Danielle Fredrickson
Notary Public - State of Florida

RFP 2024-005
Fireworks Display Services

Zambelli FIREWORKS

TAB 8: Fee Proposal

Show Date: July 4, 2024, 2025, 2026 (2 additional 1 year options)
(NYE and up to 3 additional dates included)

All inclusive Budget and Duration:

Display #1 1) \$50,000 for a 25 minute High- Impact display with Music
accompaniment (Music provided by Zambelli)

2) \$40,000 for Load Line Display Barge

Total Costs: \$90,000 (turnkey price)

Location: Off coast from Atlantic Ave. and Ocean Blvd.- Delray Beach

Display #2 New Years Eve: \$25,000 for 6 minutes Multi Position
Close Proximity Pyro-technics

Location: Parking Ramp at Old School Square

Additional Displays #3 \$25,000 Each for 6 minutes Multi Position
Close Proximity Pyro-technics
(or)
\$25,000 Each for 20 minutes Aerial Display

Date/Location: TBD

Insurance Liability Coverage: \$10 Million dollars per incident clause to cover the
Fireworks Display. Zambelli uses the highest insurance premium in the industry, only
offered to "AAA" rated companies.

Transportation Liability Coverage: \$5 Million dollars as required by United States
Department of Transportation. (DOT)

Workers Compensation: Pyro-technicians will meet all of the requirements of the
Workers Compensation Laws of Florida.

License & Permits: Zambelli Fireworks will obtain all required local, county and state
fireworks permits and approvals.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers
with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyro-technicians and Trained Assistants; no
subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations.
NFPA 1123 and 1126 code will be strictly enforced.

TAB 9: Attachments