

AGREEMENT between THE TOWN OF MIAMI LAKES

and

Zambelli Fireworks

for

RFP No. 2021-19 TOWN FIREWORKS DISPLAY

THIS AGREEMENT is made and entered into as of this 19th day of May, 2021 by and between Zambelli Fireworks a Florida corporation with principal offices at 1060 Holland Drive, Suite J, Boca Raton, FL 33487 (the "Contractor"), and the Town of Miami Lakes, a municipal corporation in the State of Florida, with a principal office located at 6601 Main Street (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, on March 5, 2021, the Town issued Request for Proposals ("RFP") 2021-19 Town Fireworks Display which includes the General Terms and Conditions of the RFP, Special Conditions, Technical Specifications and Exhibits, Bid Forms, and associated addenda, which are collectively referred to as the "RFP 2021-19" and which is attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, on April 2, 2021, the Contractor submitted a response to RFP 2021-19 Town Fireworks Display, hereinafter referred to as the "Contractor's Proposal," and the terms of which are incorporated herein by reference and which is attached hereto and incorporated herein as **Exhibit** "B;" and

WHEREAS, the aforementioned Exhibits "A" and "B" shall collectively be referred to as the "Contract Documents" and are specifically incorporated into this Agreement; collectively this is the "Agreement;" and

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the terms and conditions of RFP 2021-19 Town Fireworks Display, which includes the Notice to Proposers, Submission of a Response, Scope of Work, Response Format, Evaluation/Selection Process, Terms and Conditions, Price Proposal, Required Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

WHEREAS, the Town desires to procure from the Contractor such services for the Town in accordance with the terms and conditions of this Agreement.

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

- 1. Contractor shall deliver materials and/or provide services in accordance with the terms of RFP 2021-19, attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
- 2. The Town agrees to make payment in accordance with the terms of RFP 2021-19 incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
- 3. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
- 4. This Agreement will be effective upon execution and remain in effect for a period of three (3) years. The Town at its sole option may opt to renew the Contractor for two (2) additional 12-month periods. Price adjustments for renewal terms must be in accordance with RFP 2021-19 Section B4.
- 5. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.
- 6. Attorney's Fees and Costs. In addition to any other contractual attorney's fees and costs provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees that in the event either the Town or Contractor must initiate litigation to enforce this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, at all levels of litigation, including trials and appeals, including fees for litigating entitlement to and amount of attorney's fees.
- 7. **Governing Law and Venue.** This Agreement shall be interpreted and governed according to the laws of the State of Florida. Any dispute or conflict arising out of or relating to this Agreement must be brought only in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. The Parties agree such court and such court alone shall have personal jurisdiction and venue over any action relating to this agreement and further agree to waive any rights they may have to challenge the court's jurisdiction over them.
- 8. **Notice.** Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice shall remain until it shall have been changed by written notice in compliance with the provisions of this Article. Notice shall be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice shall be deemed given on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Edward Pidermann Town Manager Town of Miami Lakes 6601 Main Street

2 of 3 2021-19

Miami Lakes, Florida 33014 Pidermanne@miamilakes-fl.gov

With a copy to:
Nathalie Garcia
Procurement Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
garcian@miamilakes-fl.gov

For Contractor:

Tony Sawdey
Project Manager
Zambelli Fireworks
1060 Holland Drive
Suite J
Boca Raton, Florida, 33487
tsawdey@zambellifireworks.com

- 9. In the event there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:
 - 1. Last addendum issued
 - 2. RFP Solicitation No. 2021-19
 - 3. RFP Exhibits, Solicitation No. 2021-19
 - 4. Contractor's Proposal, Solicitation No. 2021-19

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. Town of Miami Lakes, through its Town Manager or designee and Zambelli Fireworks signing by and through its Project Manage Cittle of individual) duly authorized to execute same.

| WITNESS/ATTEST) | Zambelli Fireworks |
|--|--|
| Signature Signature | Signature Signature |
| Danielle Fredrickson, Print Name, Title | Print Name, Title of Authorized Officer or Official |
| ATTEST: | (C) NO NO. |
| Consultant Secretary (Affirm Consultant Seal, if available) | |
| ATTEST: Gina Inguanzo, Town Clerk | Town of Miami Lakes, a municipal corporation of the State of Florida Edward Pidermann, Town Manager |
| suanzo, rown olern | APPROVED AS TO LEGAL FORM AND CORRECTNESS: Town Attorney Colenes Colenel |

EXHIBIT A TOWN FIREWORKS DISPLAY RFP 2021-19

REQUEST FOR PROPOSAL TOWN FIREWORKS DISPLAY

RFP NO. 2021-19



The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Luis Collazo
Councilmember Carlos Alvarez
Councilmember Josh Dieguez
Councilmember Tony Fernandez
Councilmember Jeffrey Rodriguez
Councilmember Marilyn Ruano

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

DATE ISSUED:

March 5, 2021

CLOSING DATE:

11:00 AM, April 2, 2021

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SECTION A. NOTICE TO PROPOSERS

RFP Name: Town Fireworks Display

RFP No.: 2021-19

Proposals Due: 11:00 AM, April 2, 2021

A1. SOLICITATION OVERVIEW

The Town of Miami Lakes, Florida, ("Town") is accepting sealed Proposals from qualified firms to provide the Town's annual Fourth of July Fireworks Display ("Services"). Proposals must be submitted in the form of one (1) original and five (4) copies and one flash drive for each component of the Response. Proposers must submit a Technical component and a Price component in separate sealed packages for a complete Proposal. All Proposals <u>must</u> be received by the Town Clerk at 6601 Main Street, Miami Lakes, Florida 33014, **by no later than 11:00 AM on April 2, 2021**, at which time the Technical component of each Proposal will be opened. The Price component will be opened at the Evaluation Committee meeting immediately following the evaluation of the Technical component.

Copies of the RFP will only be made available on the Public Purchase and the Onvia DemandStar ("DemandStar") website. Copies of the RFP, including all related documents can be obtained by visiting the Town's website at www.miamilakes-fl.gov, under Current Solicitations on the Procurement Department page, on Public Purchase's website at www.publicpurchase.com, or at DemandStar's website at www.demandstar.com. If you use Public Purchase or DemandStar it is strongly recommended that you register with them to receive notifications pertaining to this solicitation.

A2. MINIMUM REQUIREMENTS TO SUBMIT A RESPONSE:

To be eligible for award, Proposers must:

- 1. Have successfully completed at least three (3) fireworks displays within the last five (5) years demonstrated through three (3) client references;
- 2. Have at least two (2) pyro-technicians with a minimum experience of ten (10) major electronically fired shows and a minimum of five (5) years certified experience in handling, transporting, and discharging fireworks; and
- 3. Be properly and legally licensed to perform such Services.

The Town will consider a Proposer as responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change of name has been filed with the State of Florida or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposer must include documentation substantiating such name change as part of its Proposal for the Town to consider crediting the years of experience from the Proposer under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive.

A3. CONE OF SILENCE:

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communications, oral or otherwise, will be

accepted. Failure to comply with the Cone of Silence may result in the rejection of a Proposal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

END OF SECTION

SECTION B. PROJECT OVERVIEW

B1. OVERVIEW

The Town seeks to procure a qualified and experienced firm ("Contractor" for purposes of this section) to provide the Town's annual Fourth of July Fireworks Display ("Services") in accordance with the terms, conditions and specifications contained in the RFP. The total annual budget for the show(s) is approximately \$30,000.

B2. GENERAL DESCRIPTION OF SCOPE OF SERVICES

The Work consists of furnishing all labor, supervision, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary to provide a 25-minute-long professional Fireworks show for the annual Town's Annual Fourth of July Concert event.

B3. CONTRACT TERM

This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years from the date of execution by the Town. The Town retains two (2) options to extend the term of this Agreement for additional one-year terms.

B4. CONTRACT PRICE ADJUSTMENT

Prices must be held firm during the initial contract term. For each renewal yar, at the start of each renewal year, the Contract may request a price increase not to exceed the Bureau of Labor Statistics. The Town will evaluate such request to determine if an increase should be approved. Any such increased will not exceed three percent (3%) per request.

B5. CONTRACT EXTENSION

The Town reserves the right to exercise its option to extend the Contract for up to ninety (90) calendar days beyond the Contract Term. In such event, the Town will notify the Contractor in writing of such extensions.

B6. FIREWORKS DISPLAY LOCATION

The primary location of the event is Miami Lakes Picnic Park West, 15151 NW 82nd Avenue, Miami Lakes, FL 33016 with the option to host a secondary event at the Miami Lakes Optimist Club 6411 NW 162nd Street, Miami Lakes, FL 33014. The audience watches from the park lawn and the fireworks display is to be arranged south of the lawn in a privately owned lot with which the Town has been authorized to use for purposes of the event. Refer to Attachment "A" for map. Additional locations may be added at the sole discretion of the Town. The location(s) of the event(s) may be subject to change by the Town. The Town may also choose to add multiple locations The Town will notify the Contractor in writing at least sixty (60) days prior to the event to determine if the fireworks display needs to be modified due to the change in location.

B7. PERFORMANCE STANDARDS

The Town's Fourth of July Concert event, of which the fireworks show is the main attraction, is considered the Town's signature event.

The Contractor shall observe and comply with all of the current N.F.P.A. Code 1123 and the Florida Building Code as adopted by Miami-Dade County, and any changes to the codes enacted during the term of the contract.

The preferred methodology is electrical firing. All firework shells and boxes shall be readily marked for identification, including size and what shells contain multiple projections so that the Contractor can conduct an inventory prior to set-up. All firework shells used must have been tested and assigned "EX" numbers by the appropriate regulatory agency.

3.6 Contractor Responsibilities

- A. Provide, deliver, and secure fireworks to the designated point of fire area.
- **B.** Begin the fireworks show once Project Manager provides permission, in recent years the show has begun at approximately 9:00 PM. Display shall last for a full 25 minutes. Overhead show music is to be provided by Contractor unless otherwise directed by the Project Manager. Music is to be pre-approved by the Project Manager at least two (2) weeks in advance of event date. Coordinate with the Project Manager to ensure music is synchronized with the fireworks display.
- **C.** Provide a minimum of minimum of two (2) pyro-technicians skilled in electronically fired displays.
- D. Provide a weatherproof and failsafe means of firing the display electronically. Weatherproof and failsafe is defined as such: the electronic device provided to launch the fireworks must be able to shoot fireworks electronically in any weather conditions deemed safe to proceed by the fireworks company and Miami-Dade County Fire Rescue Department whether the electronic device (firing console, panel, system, etc.) is wet, damaged, non-operational, absent or other terms used to describe the condition of the electronic device at the time set by the Town for the fireworks display to commence.
- **E.** Contractor shall provide any and all other equipment or materials required to provide an electronically fired fireworks display, to include but not be limited to launch pad platform, control devices, protection and safety gear, etc.
- F. Coordinate with local authorities, to include but not be limited to, Miami-Dade County Police Department and Miami-Dade County Fire Rescue prior to the event to include layout for the exact location of fireworks launch site footprint and public viewing areas. Allow total access of Contractor operations to the Miami-Dade County Police Department and Miami-Dade County Fire Rescue at all times on the day of the event.
- **G.** Provide cell phone communication with Project Manager and designated Town staff, for the day of the show beginning at 8:00 AM, and maintain contact throughout the day.
- **H.** Provide to Project Manager two (2) weeks before the event, a printed, detailed, itemized, inventory shipping list of all shells shipped for the fireworks display.
- I. Coordinate with all necessary regulatory agencies. Provide to the Town, as early as possible but no less than three (3) weeks prior to the event, a copy of all applicable permits (to include but not be limited to fire, police, local and state approval). Provide compliance with all state and local requirements.
- J. When necessary, implement procedures outlining plans for delivery, set-up and discharge of fireworks display in response to variable weather conditions.
- **K.** The public must be restricted from access to the fireworks display area during the set up and the firing of the display. No public access is to be permitted within the fireworks display area until the morning after the show and a complete search of the area has been conducted to determine that no devices remain.
- **L.** Manage and conduct complete breakdown and clean-up of the fireworks launch site to include any debris from discharged fireworks.

M. Advise the Project Manager of any unexploded shells remaining after the fireworks display. All such shells must be removed and disposed of in accordance with all applicable laws, rules, and regulations.

3.7 Town Responsibilities

- **A.** Coordination with the Contractor via the Project Manager or designee on matters not directly relating to safety or regulations.
- B. Provide a detailed map of the location where the fireworks display is to be launched from.

3.7 Display Price Adjustments

- **A.** Proposer is to outline in their proposal what cost adjustments would be made to the contracted price of the show to reflect the circumstances below. If the Town were to encounter various difficulties with contract performance such as, but not limited to:
 - a. Shells, which are not used because of damage, defective firing, or other causes.
 - b. Start of show significantly delayed by Contractor (10 minutes or more) or a time break in the show (dead airtime).

If there is a delay to the show start or a break in the show due to weather conditions, no adjustment will be expected for that delay or break. The Town will still require an adjustment for damaged or un-shot shells, even if there was a weather delay.

B. In the event the show is completely canceled due to weather conditions, as determined by Project Manager, the Town reserves the right to reschedule or to completely cancel the display. Contractor is to outline in Contractor's proposal what price, if any, Contractor may charge if show is postponed or completely canceled due to weather conditions.

END OF SECTION

SECTION C. SUBMISSION OF A PROPOSAL

C1. GENERAL INSTRUCTIONS

Proposers must carefully review all the materials contained herein and prepare their Proposals in accordance with this RFP. The detailed requirements set forth below will be used to evaluate the Proposals and failure of a Proposer to provide the information requested for a specific requirement may render their Proposal non-responsive and will result in rejection.

C2. SUBMITTAL REQUIREMENTS

This Request for Proposal ("RFP") consists of two parts; a technical component ("Technical") and a Price component ("Price"), both of which when combined constitute the Proposer's Proposal ("Proposal"). Proposers submitting a Proposal in response to this RFP must submit both the Technical and Price components. Proposals must be submitted in sealed envelope(s) or package(s) with the RFP number, title, and due date clearly noted on the outside of the envelope(s) or package(s) in the following manner:

RFP No. 2021-19

Town Fireworks Display

Sealed, written Proposals must be received by the Town of Miami Lakes; Town Clerk's Office, no later than the date, time, and at the location indicated in Section A of the RFP, in order to be considered responsive. Faxed documents are **not** acceptable. **Proposals received at any other location than the Town Clerk's Office or after the Proposal due date and time will be deemed non-responsive and will not be considered.**

Only one (1) Proposal from an individual, firm, partnership, corporation, or business entity, will be considered in response to this RFP. Subcontractors may be included in more than one Proposal submitted by more than one Proposer. An individual, firm, partnership, corporation, or business entity that submits a Proposal may not be a subcontractor on another Proposal submitted under this RFP. Proposals from joint ventures will not be considered. Where Proposer is listed as a subcontractor on another Proposal both Proposals will be rejected as non-responsive.

C3. ADDITIONAL INFORMATION OR CLARIFICATION

Proposers must e-mail their requests for additional information or clarifications ("RFI") in accordance with the "Cone of Silence" requirements. Requests for additional information or clarifications **must** be submitted to procurement@miamilakes-fl.gov. The request must include the Proposer's name, the RFP number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than seven calendar days prior to the proposal due date.** Late or mis-delivered requests may not receive a reply.

The Town will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Response Submission Date. The Town, at its sole discretion, may not issue a response to an RFI submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the Town's Procurement webpage and on DemandStar and it is the Proposer's sole responsibility to ensure receipt of all addendum prior to submitting its Response. The Proposer should check the Town's webpage, Public Purchase (www.publicpurchase.com) or DemandStar (www.demandstar.com) for all addenda.

The Proposer must complete and sign the Acknowledgment of Addenda form or sign each issued Addendum and include in its Response in order to have the Proposal considered. In the event a Proposer fails to acknowledge receipt of such addenda, the Town may, at its sole discretion, determine that such failure to acknowledge any or all addenda does not materially affect the Response, waive the submittal of said form(s) or the acknowledgement of one or more addendum on the form.

C4. PRICE COMPONENT

The Price Proposal Form, Form PP, requires that Proposers provide pricing for each line item listed on the Form.

The Price component of the Proposal will be opened at the Evaluation Committee meeting immediately following evaluation of the Technical components. The Price component score will be incorporated into the overall rating and ranking of the Proposals.

The Town reserves the right to negotiate the final Contract Price should that be deemed in the best interest of the Town.

C5. AWARD OF A CONTRACT

A contract **may** be awarded to the Successful Proposer(s) of this RFP by the Town Council, based upon the qualification requirements and Town Manager's recommendation. The Town reserves the right to execute or not execute, as applicable, a contract with the Successful Proposer(s), where it is determined to be in the Town's best interests. The Town reserves the right to cancel this solicitation entirely, in which case no award will be made. Therefore, the Town does not represent that any award will be made.

C6. CONTRACT EXECUTION

The Proposer(s), by submission of its Proposal, agrees to the terms and conditions contained in the contract, attached hereto as Exhibit "A," ("Contract") and further agrees to execute the Contract without change. However, the Town, in its sole discretion, reserves the right to negotiate the final Contract Price or other terms and conditions.

Responses that are conditioned to additions, deletions, or revisions to the Contract's terms and conditions will be rejected as non-responsive.

The Proposer(s) must complete and sign the Contract Execution Form, Form CE, and include it in its Proposal. The Contract Execution Form must be signed by an individual authorized to sign on behalf of the Proposer(s). The Proposer must submit proof of signing authority in the form of the Certificate of Authority form included with this RFP, or another properly executed instrument that demonstrates signing authority such as a Corporate Resolution. The Town will execute a Contract with the Proposer(s) selected to provide the work requested herein (the "Successful Proposer(s)") within sixty (60) days of an award authorization from the Town Council, or the Town Manager's concurrence with the Evaluation Committee's recommendation where applicable (See Town Ordinance 17-203, as amended from time to time, for guidance on the Town Manager's signing authority).

C7. UNAUTHORIZED WORK

The Successful Proposer(s) must not begin any work until the Town issues a Notice to Proceed. Such Notice to Proceed will constitute the Town's authorization to begin Work. Any unauthorized work performed by the Successful Proposer(s) is done at the Proposer's own risk, will be deemed non-compensable by the Town, and Proposer will not have any recourse against the Town for performing unauthorized work.

Town Fireworks Display RFP 2021-19

C8. CHANGES/ALTERATIONS/ASSIGNMENTS

Proposals will be valid and irrevocable for at least 120 days after the Proposal due date. Proposer may change or withdraw a Proposal at any time prior to the Proposal due date. All changes or withdrawals must be made in writing to the Procurement Department. Oral/Verbal modifications will not be allowed and will be disregarded. No written modifications will be accepted after the Proposal due date. Proposers must not assign or otherwise transfer their Proposal. A transfer or assignment of the Proposal will result in the rejection of the Proposal as non-responsive.

C9. SUBCONTRACTOR(S)

Proposers are not permitted to subcontract any of the Services required under this RFP without the prior written consent of the Town Manager.

Subcontractor(s) is an individual or company who has a contract with the Proposer to assist in the performance of the work required under this RFP. Subcontractor(s) will be paid through the Proposer and not paid directly by the Town. The Proposer must clearly reflect in its Proposal the major Subcontractor(s) to be utilized in the performance of the Work. Any and all liabilities regarding the use of a Subcontractor(s) will be borne solely by the Successful Proposer and insurance for each Subcontractor(s) must be maintained in good standing and approved by the Town throughout the duration of the Contract. Neither the Successful Proposer nor any of its Subcontractor(s) are to be considered employees or agents of the Town.

C10. DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, omissions or ambiguities in the RFP or addenda (if any) should be reported in writing to the Procurement Department in the same manner as provided for in Section B3, Additional Information or Clarification. Should it be necessary, the Town will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

C11. DISQUALIFICATION/REJECTION OF PROPOSALS

This RFP requires the use and submission of specific Town Forms, along with any supporting documentation or information that may be requested herein. These forms and documents are required for being considered responsive to the solicitation. Failure to utilize Town Forms or to submit supporting documentation or information will result in the rejection of the Proposal as non-responsive. Modification of, retyping, or any other unauthorized alteration of Town Forms will result in the rejection of the Proposal as non-responsive.

The Town reserves the right to disqualify Proposals before or after the submission deadline upon evidence of, including but not limited to, collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Proposal, to reject any or all Proposals in whole or in part, or to cancel this RFP and reissue another for the same or similar services.

Throughout the RFP, the phrases "must," "will," and "shall" denote mandatory requirements. Any Proposal that does not meet the mandatory requirements is subject to immediate disqualification.

The Town reserves the right to reject a Proposal from any Proposer(s) who has had performance issues under other contracts with the Town, including, but not limited to, issues performing to contractual standards, failure to deliver projects or services on time, default, or other significant issues the Town deems relevant. The Town may also reject a Proposal when it determines, in its sole discretion, that the Proposer is not in a position to perform the requirements defined in this RFP.

Any Proposal submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods, services, fees, etc. to the Town or where the Town has an open or liquidated claim against a Proposer for monies owed the Town at the time of Proposal submission, or if a Proposer has been declared in default or abandoned a prior Town contract or agreement, or has been debarred by an federal, State of Florida, or Florida public entity within the past five (5) years will be rejected as non-responsive and will not be considered for award.

C12. PROPOSER'S EXPENDITURES

Proposer acknowledges and agrees that any expenditure it makes in the course of preparing and submitting a Proposal or in providing any information requested by the Town in connection with this RFP are exclusively at the expense of the Proposer. The Town will not pay for or reimburse any expenditure, or any other expense incurred by Proposer in connection with preparing and submitting a Proposal, remaining in compliance with the RFP and Contract Documents after a recommendation of award is made, or filing for administrative or judicial proceedings resulting from the solicitation process.

C13. DUE DILIGENCE/INSPECTION OF SITE

Proposers should carefully examine all Contract Documents and the site of the proposed Work, if applicable, before submission of a Proposal and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the performance of the work in accordance with the requirements of this RFP and the Contract. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the Work pursuant to this Proposal as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Proposer to fulfill, in every detail, all of the requirements of the Contract Documents, nor will such pleas be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

C14. EXECUTION OF PROPOSAL

The Proposal must be physically and duly signed by an authorized corporate officer, principal, or partner (as applicable) in blue ink with a signature in full. Proposer must complete the required Certificate of Authority, which is attached hereto as a required form. Any person signing the Proposal as an agent of the Proposer must include legal evidence of signing authority. Failure to properly execute the Proposal may result in the Proposal being rejected as non-responsive.

Proposers who are nonresident corporations must furnish to the Town a duly certified copy of their authorization to transact business in the State of Florida with the Proposal. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be the basis for rejection of the Proposal.

Proposer acknowledges and agrees that submitting its Proposal to this RFP does not constitute an agreement or contract with the Town.

C15. CERTIFICATION OF ACCURACY OF PROPOSAL

Proposer, by virtue of submitting its Proposal, certifies and attests that all the information contained within the Forms, Affidavits and documents related thereto included in its Proposal are true and accurate.

Any Proposer who submits in its Proposal any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, will be disqualified from consideration for award of the Contract.

END OF SECTION

SECTION D. SOLICITATION TERMS AND CONDITIONS

D1. LEGAL REQUIREMENTS

This RFP is subject to all applicable federal, state, county, and Town codes, rules, ordinances, laws, and regulations that in any manner affect any of the services covered herein. By virtue of submitting a Proposal, the Proposer acknowledges and agrees that it is has full knowledge of such codes, rules, ordinances, laws, and regulations, and that it shall comply with the same. Lack of knowledge of any applicable code, rule, ordinance, law, or regulation will in no way relieve the Proposer from the responsibility to comply with these requirements.

D2. NON-APPROPRIATION OF FUNDS

If insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for the services provided for in this RFP, then the Town will have the unqualified right to terminate the Contract upon written notice to the Successful Proposer, without any penalty or expense to the Town.

D3. BUSINESS TAX RECEIPT REQUIREMENT

Successful Proposer(s) must meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended, before conducting business within the Town. *See* Miami Lakes, Florida, Municipal Code §§ 37-56 – 37-66. Proposer(s) with a business location outside the Town must meet the applicable local or County Business Tax Receipt or Occupational License requirements.

D4. LOCAL PREFERENCE

This RFP is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Proposers seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at http://www.miamilakes-fl.gov.

D5. REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Proposal is one which meets the requirements of the RFP and is submitted in the format outlined in the RFP, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under this RFP may result in a rejection of the proposal as non-responsive. A non-responsive Proposal will not be provided to the Evaluation Committee for consideration for an award of a contract.

D6. CLARIFICATIONS

The Town reserves the right to make site visits, visit the Proposer's place(s) of business, request clarifications of information submitted and request or obtain any necessary supporting documentation or information of one or more Proposers, after the deadline for submission of Proposals. After the submittal of its Proposal, Proposer cannot submit any additional documents or information except upon the specific request of the Town. Any such submittal will not be considered and may result in a Proposal being rejected as non-responsive.

D7. KEY PERSONNEL

Subsequent to submission of a Proposal and prior to award of a Contract, Key Personnel must not be changed. Any changes in Key Personnel **will** result in the Proposal being rejected and not considered for award.

D8. AUDIT RIGHTS AND RECORDS RETENTION

The Successful Proposer must provide access at all reasonable times to the Town, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFP, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer must maintain and retain any and all of the books, documents, papers and records pertinent to the RFP and any resulting Contract for not less than three (3) years after the Town makes final payment, and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition will result in the immediate termination of the Contract (if awarded) by the Town.

D9. PUBLIC RECORDS

Proposer understands that the Proposal is a "public record, and the public will have access to all documents and information pertaining the Proposal and the RFP, subject to the provisions of Chapter 119, Florida Statutes. The Proposer, by submitting a Proposal, acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law.

Proposer must claim the applicable exemptions to disclosure as provided by said Florida Statute in its Proposal by identifying the materials to be protected and the reason why such exclusion from public disclosure meets the requirement of Chapter 119, Florida Statutes, and is necessary and legal.

D10. DEBARRED/SUSPENDED VENDORS

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Proposal or contract with a public entity for the construction or repair of a public building. In addition, such entity or affiliate may not perform any work as a supplier, subcontractor, or consultant, or subconsultant under any contract with any public entity, and may not transact business with any public entity. Any Proposer who submits a Proposal that includes such an entity or affiliate will be deemed non-responsible and the Proposal will not be considered.

D11. NONDISCRIMINATION

Proposer agrees that it will not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual will solely by reason of his/her race, sex, color, age, religion, national origin, marital status, or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

D12. CONTINGENT FEES

Proposer represents and warrants to the Town that it has not employed or retained any person or company, to solicit or secure the award of a contract, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of a contract.

D13. ASSIGNMENT; NON-TRANSFERABILITY OF PROPOSAL

A Proposal must not be assigned, transferred, purchased, or conveyed. A Proposer who is, purchased by or merged with any other corporate entity during any stage of the Proposal process, from date of submission of the Proposal through, to and including awarding of and execution of a contract, will have its Proposal deemed non-responsive and will not be considered or further considered for award.

Attachment A contains specific language as to the assignment, transfer, sale, or conveyance of the Contract after it has been executed and any such action after execution may result in the termination of said Contract, unless it meets the specific applicable provisions of the Contract.

Town Fireworks Display RFP 2021-19

D14. TIE BIDS - DRUG FREE WORKPLACE

Proposer that meets the requirements of Florida Statute 287.087 will receive preference should a tie occur in the ranking of the Proposals by the Evaluation Committee.

Should a tie in the ranking of Proposals occur the tied Proposers will be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

D15. PROTEST PROCESS

Any Proposer wishing to file a protest as to the requirements or award of this RFP must do so in accordance with Ordinance 17-203 (Procurement Ordinance), which is available at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269.

D16. AFFIDAVITS

The following Affidavits are required to be submitted with the Proposer's Proposal:

D16.01. COLLUSION

The Proposer must include in its Proposal, in the applicable section of its Proposal, the Non-Collusive Affidavit, included in this RFP as Form NCA. Failure by the Proposer to submit this affidavit will result in the Proposal being deemed non-responsive.

Where two (2) or more related parties, as defined in this Article, each submit a Proposal to the RFP₇ such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under the RFP. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals of one Proposer have a direct or indirect ownership interest in another Proposer for the same project. RFP Proposals found to be collusive will be rejected. Bids must be developed independently. Where two or more Proposers have worked together, discussed the details of their proposals prior to submission of their Proposals or worked together in independently submitting Proposals such actions will be deemed to be collusion.

The Proposer must certify that its Proposal is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a Proposal for the same services, or with any Town department. The Proposer certifies that its Proposal is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred, and the Town reserves the right to reject any and all Proposals where collusion may have occurred.

D16.02. RELATIONSHIPS WITH THE TOWN AFFIDAVIT

The Proposer must identify any relationship the owners or employees have with the Town's elected officials or staff using Form PR included in this RFP.

D16.03. CONFLICT OF INTEREST

Proposer, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the Town is financially interested, directly or indirectly, in the services specified in this RFP. Proposer further certifies that its Proposal is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this

or any solicitation issued by the Town. Proposers must complete and submit Form COI with its Proposal.

Proposer must include as part of its Proposal a detailed statement describing any relationships; professional, financial, or otherwise that it may have with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer must give the Town written notice of any other relationships; professional, financial or otherwise that it enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

Further, Proposer must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's company.

Failure by the Proposer to disclose this information will result in the Proposal being deemed non-responsive.

Town employees may not contract with the Town 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). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

D16.04. ANTIKICKBACK

Proposers must complete and submit Form AK with their Proposal, attesting that no portion of the sum of the bid will be paid to any employees of the Town, its elected officials, the Proposer, or its consultants, as a commission, kickback, reward, or gift, directly or indirectly by any member of the Proposer's firm.

D16.05. PUBLIC RECORDS AFFIDAVIT

Proposers must complete and submit Form PRA with their Proposal. The Proposer must comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Proposal authorizes release of your firm's credit data to the Town.

All prospective Proposers must complete and submit the Compliance with Public Records Law affidavit with their Proposal. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Proposers, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

D16.06. PUBLIC ENTITY CRIMES ACT

Proposers must submit Form PEC with their Proposal to attest to their compliance with Section 287.133, Florida Statutes. In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had 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 the Town, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment. Proposer must complete the Public Entity Crime Affidavit included in the RFP.

END OF SECTION

SECTION E. INSTRUCTIONS FOR PREPARING A PROPOSAL

Proposer's Proposal to this RFP must contain the following information and documents and follow the instructions in its preparation. Failure to do so may deem your Proposal non-responsive. Non-responsive submittals will receive no further consideration and will not be provided to the Evaluation Committee.

E1. PREPARATION REQUIREMENTS

Each Proposal must contain the following documents and forms required by Sections E1.01 and E1.02, each fully completed, and signed as required. Proposers must prepare their Proposals utilizing the same format outlined below in Section E1.03. Each section of the Proposal as stipulated in E1.03 must be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFP that has not been requested or which the Proposer considers confidential, unless specifically required by the RFP. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents not specifically required or requested, including, but not limited to; media and public relations literature, annual reports, pictures, etc. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Proposal by the Evaluation Committee. Page limitations may have been established for some of the Town Forms, as well as other documents. Any pages submitted in excess of the page limitations will be redacted or removed and not provided to the Evaluation Committee for consideration during the evaluation process. The font size and type for Town Forms are set and cannot be changed. Proposer should use the font style Calibri, Times New Roman, or Arial, with a font size of 11 or 12 for any other information or documents to be submitted.

Hard cover binders are not to be used in the submission of the Proposal. Only heavy stock paper, not exceeding 100#, is to be used for the front and back covers, as well as the required section dividers. Proposers should also make every effort to utilize recycled paper in preparing its proposal. Double sided printing is permitted provided that the Proposal complies with the format set forth in E1.03 below.

E1.01. TECHNICAL COMPONENT OF THE RFP:

The Proposer's response to the requirements of the Technical Proposal should provide complete detailed responses to all of the submission requirements of the Technical component of the RFP. Missing, incomplete or vague responses to the questionnaire or any of the submittal requirements can adversely impact the evaluation of the Proposal. The technical portion of the Proposal must contain sufficient information to enable the Evaluation Committee to evaluate each of the criteria to be used in scoring the Technical component of the Proposal.

1. Company Declaration

Proposer must complete and submit Form CPD, Company Profile & Declaration for this section of its Proposal.

2. Qualifications of the Proposer

Proposer must complete and submit Form CQQ, Company Qualifications Questionnaire for this section of its Proposal.

3. Operational Plan

 Provide overall approach to include a timeline of the various steps your firm follows for a successful firework display event from start to finish, including obtaining the necessary permits and a detailed breakdown of day-of-event tasks.

- List common trouble-shooting issues and your back-up procedures to solve them.
- Provide procedures outlining delivery, set-up and discharge of fireworks display in response to variable weather conditions.

4. Management, Supervision, and Staffing

- Describe the management and supervisory plan to be used. Include staffing chain of command configuration and a workflow chart as it relates to the key staff to be assigned to the contract with the Town.
- Provide detailed resumes for key staff to be assigned to the Town's contract, refer to Section A2 for minimum requirements.
- Name any subcontractors to be used for the purposes of providing the services requested herein, as applicable.

5. Safety and Protection

- Describe the safety and protection protocols/precautions taken in order to conduct a successful firework display. Include information regarding your firm's protocol for receiving, inspection, and transportation of fireworks and electronic detonation devices.
 Describe any back-up techniques employed to ensure fail proof firing.
- Provide details regarding the safety training, certification and procedures aimed at protecting firm's pyro-technicians.
- Provide copies of applicable licensure and certifications as it pertains to the scope of work herein.
- How does your firm ensure the safety of eventgoers before, during and after the event?

6. Client References

 Proposer must provide three (3) clients to whom similar Work has been performed, preferably repeat governmental entity clients using Form CRL – Client Reference Form.

7. Price Proposal Form and Fireworks Display Outline

Proposer must complete Price Proposal Form and attach a Fireworks Display Outline detailing the show's Opening, Body and Grand Finale and enumerating the aerial shells to be used including type, color, and quantities. Proposers are to attach an example video on a flash drive demonstrating the proposed "Fireworks Display Outline." This video file can be added to the flash drive already required for the electronic original (See Section A1). A description of the video must be attached to include the following:

- Fireworks display client, show date/location, show duration
- If the proposed fireworks show differs from the video provided, please specify

8. Forms

In addition to the Forms and documents identified elsewhere in the RFP the following Form must be submitted:

- Form AK Anti-Kickback Affidavit
- Form PEC Public Entity Crime Affidavit
- Form NCA Non-Collusive Affidavit
- Form COI Conflict of Interest Affidavit
- Form PR Public Relations Affidavit
- Form PRA- Public Records Affidavit
- Form CE Contract Execution Form

E1.02. PRICE COMPONENT OF THE RFP:

1. Submission of Price Proposal

Proposers must complete Form RFP-PP for the Price component of the RFP.

The Proposer will be solely responsible for all costs to complete the Project, except where costs are covered as reimbursable costs under the Contract, or result from Town directed changes, or changes resulting from hidden/unforeseen conditions.

The Price component must be submitted in a <u>separate sealed envelope</u> concurrent with the submittal of the Technical component, utilizing the Price Proposal Form contained in the RFP.

The Price submitted in the Proposal must be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the mobilization/start-up, construction, and Project close-out. The Price component, in addition to all direct and indirect costs and expenses, must include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative, and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs, including labor burden; insurance and bond costs; cost of equipment, material, tools and transportation; and operating margin (profit).

Options, if any included as part of the Price component must be priced by the Proposer for the Proposal to be considered responsive.

Reimbursable Costs: The Town's permit fees are not to be included within the Price component. Other fees such as Miami-Dade County WASD connection fees are also not to be included in the Price component. The Town will reimburse the Successful Proposer for the Town's permits and regulatory fees and Miami-Dade County WASD connection fees. All other permit and other fees, such as those assessed by Miami-Dade County, FPL, etc. are to be included as part of the Price Component.

The Price Proposal is submitted for the purposes of determining the Successful Proposer. The Town, at its sole discretion, may conduct further negotiation to determine the final value of the Contract to be awarded.

2. Price Proposal Errors

Where the Price Proposal form, Form PP, has erasures or corrections, the Proposer must initial each erasure or correction in ink. In case of unit Price Proposal items, if an error is committed in the extension of an item, the unit price as shown on the Price Proposal Form will govern. Errors between any sum, computed by the Proposer and the correct sum will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written word. Use of any other forms will result in the rejection of the Proposal as non-responsive.

2. Cost and Pricing Data

The Town will require the Successful Proposer to provide, for itself, and Subcontractor(s), prior to commencement of any Work the raw labor rates, burden rates, and fully loaded labor rates by labor classification certified as accurate by an officer of the company to be used in determining and change orders that may occur as a condition precedent to execution of a Contract.

The Town may require that supporting documentation be submitted to support the information provided and such rates may be subject to negotiation by the Town.

The forms for submission of portions of the information contained above are included as part of the RFP and are also available on the Town's website. Where the Town does not provide specific forms to be utilized the Proposer must provide the information in a format acceptable to the Town.

3. <u>Subcontractor/Subconsultants/Supplier Pricing Information</u>

Proposers are expressly prohibited from substituting Subconsultant or Subcontractors projected to perform five percent (5%) or more of the over-all Work as stated in the RFP. Such substitution, for any reason, after receipt of the Proposal, and prior to award by the Town, will result in disqualification of the Proposal from further consideration for award.

4. Evaluation of Price Proposal Documents

Proposers must submit pricing for all line items in the Price Proposal. Failure to provide pricing for all three (3) Phases of the Project will result in a Proposal being deemed non-responsive. Phase III of the Project will be awarded at the sole discretion of the Town prior to the Contractor achieving Substantial Completion of Phases 1 & II, which will be constructed simultaneously.

The scoring of the Price Proposal will be based on the combined pricing submitted for all three (3) phases.

The Price Proposal will be evaluated in the following manner:

a. For Form PP

- i. The responsive Proposal with the lowest total Price component will be given the full weights as identified above.
- ii. Every other Proposal will be given points proportionally in relation to the lowest price. This point total will be calculated by dividing the lowest price for by the total price of the Price Proposal being evaluated with the result being multiplied by the maximum weight for the price to arrive as a cost score of less than the full score for price.

Example: Lowest Price Proposed Total Points

Proposer's Price X for Price = Price Score

Example: \$1,650,000

\$2,000,000 X 125 = 103.13 points

b. Subcontractor Breakdown

This portion of the Price Proposal will be evaluated as part of the Qualification of the Project Team and Subconsultants.

E1.03. PROPOSAL SUBMISSION FORMAT

Proposals are to be prepared and submitted in the following format and in the stated order. Failure to comply with this format may adversely impact the evaluation of the Proposal. Part A and B are to be submitted in separate sealed envelopes or boxes.

Part A - Technical component

- 1. Company Declaration
 - a. Form CPD Company Declaration
- 2. Qualifications of Proposer
 - a. Form CQQ Company Qualifications Questionnaire
- 3. Operational Plan
- 4. Management, Supervision, and Staffing
- 5. Safety and Protection
- 6. References
 - a. Form CRL Client Reference Letter
- 7. Fireworks Example Video
- 8. Forms
 - a. Form AK Anti-Kickback Affidavit
 - b. Form PEC Public Entity Crime Affidavit
 - c. Form NCA Non-Collusive Affidavit
 - d. Form COI Conflict of Interest Affidavit
 - e. Form PR Public Relations Affidavit
 - f. Form PRA Public Records Affidavit
 - g. Form CE Contract Execution Form

Part B - Price component

1. Form PP - Price Proposal

SECTION F. EVALUATION/SELECTION PROCESS

F1. PREPARATION REQUIREMENTS

F1.01. EVALUATION PROCEDURES

The procedure for response evaluation and selection is as follows:

- 1. Request for Proposals issued.
- 2. Receipt of Proposals.
- 3. Opening of Technical components and listing of all Proposals received.
- 4. Preliminary review of the Technical Proposals by Town staff for compliance with the submission requirements of the RFP, including verification that each Proposal includes all required documents.
- 5. Review by Town Staff to confirm that the Proposer's Team is qualified to render the required services according to State regulations.
- 6. The Evaluation Committee ("Committee"), appointed by the Town Manager, will meet to evaluate each responsive Proposal Technical component in accordance with the requirements of the RFP. At the Committee's option, the Proposers may be required to attend an interview session. The Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
- 7. Subsequent to completing its evaluation of the Technical components, the scoring for the Price component will be calculated by the Evaluation Committee and Town staff.
- 8. The score for each Price component will be determined in accordance with the methodology stated in Section E.
- 9. Town staff will then calculate the total score of each Proposal and advise the Committee of each Proposal's combined score.
- 10. The Committee will form its recommendation of the most qualified Proposer(s) to the Town Manager inclusive of the ranking and scoring of the Proposals.
- 11. The Town Manager will review the Evaluation Committee's recommendation and make a his/her own recommendation to the Town Council for award, reject all Responses, or return the recommendation to the Committee for reconsideration. In the event of a tie the recommendation of the Town Manager will control. The Town Manager may submit a recommended Proposer or "short list" of a combination of a recommended Proposer and the "short list" to the Town Council.
- 12. As stated in the solicitation the Town Manager or designees may conduct negotiations with the highest ranked Proposer.
- 13. If the Town is unsuccessful in negotiating a Contract with the selected Proposer the negotiations with the Proposer may be terminated and the Town Manager will attempt to negotiate a Contract with the next highest ranked Proposer and so on.
- 14. The Town Council will make the final selection and award.

F1.02. EVALUATION CRITERIA

Responses will be evaluated according to the following criteria and respective weight:

Qualifications of the Proposer
 Operational Plan
 Safety and Protection
 Client References
 Price Proposal and Fireworks Display Outline
 Maximum 15 points
 Maximum 25 points
 Maximum 125 points
 Maximum 125 points

Total Points: 210

F1.03. SOLICITATION SCHEDULE

Below is the anticipated schedule for this solicitation. Dates are subject to change at the sole discretion of the Town.

Date Solicitation Issued: March 5, 2021
 Due Date for Submittals: April 2, 2021
 Due Diligence Period: April 2 – 7, 2021

➤ Evaluation Committee Meeting: April 12 – 23, 2021

> Evaluation Committee Award Recommendation: April 23-24, 2021

Intent to Award Issued: April 24, 2021
 Town Council Award Date: May 11, 2021







RFP 2021-19 Town Fireworks Display

Addendum #2

Due Date: 11:00AM, April 2, 2021

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. <u>Underlined</u> word(s) indicate additions. Deletions are indicated by strikethrough.

Questions:

1. Is the Town more inclined to provide two (2) 15-minute-long shows than one (1) 25-minute-long show?

Response: For this year, the Town is looking to provide two (2) 15-minute-long shows due to Covid-19, so Option A in Form PP – Price Proposal will be used in the Price Evaluation. Option B pricing will be considered in later years if/when the Town will be able to go back to providing one (1) 25-minute-long show.

| Acknowledgement: | |
|-------------------|----------------|
| Name of Signatory | Signature |
| Title | Name of Bidder |
| Date | |

Date Posted: Merch 30, 2021

EXHIBIT B ZAMBELLI'S PROPOSAL

6 of 3 2021-19



Miami Lakes Fireworks Proposal RFP No. 2021-19 Town Fireworks Display



Zambelli Fireworks Boca Raton, Florida Tony Sawdey- Project Manager 218-820-2372



Town of Miami Lakes Procurement Department 6601 Main Street Miami, Florida 33014

March 31, 2021

RFP No. 2021-19 Town Fireworks Display

To all concerned parties,

Zambelli Fireworks respectfully submits this proposal to the Town of Miami Lakes for the annual July 4th fireworks display. It would be our honor to continue working with the Town, after providing years of successful displays to your community.

I have read the entire RFP and agree to the terms and scope of services within. This will be a combined high-impact aerial and low level barrages display performed at the designated location.

The budget is all-inclusive including; transportation, set up and firing of display by a qualified Zambelli technician and crew. We believe it is of some advantage that James Auriemma will continue to be your designated technician. He is familiar with the site, procedures, Fire Marshal and personnel involved in your display.

Zambelli continues to hold the largest insurance policy in the industry at \$10 million dollars per project and maintains safety and quality control standards of the highest level.

We look forward to continuing our strong working relationship with the Town to provide you with spectacular fireworks displays in the future. I can be contacted by phone (218) 820-2372 or by email at tsawdey@zambellifireworks.com.

Sincerely,

Tony Sawdey C Project Manager

Zambelli Fireworks

1060 Holland Drive- Suite J

Boca Raton, FL 33487

Office: (561) 395-0955

1. Company Declaration



Company Profile and Declaration

| Solicitation Name: | Request for Pro | posal - Tow | n Fireworks Display |
|--------------------|---|------------------|-------------------------------|
| Solicitation Numbe | r: RFP No. 2021- | 19 | |
| Submitted By: | Zambelli Firewo | rks Mfg. Co. | |
| | (Respondent Firms' Le | gal Name) | |
| | (Respondent D/B/A Na | ame, if used for | r this Project) |
| | Tony Sawdey, F | roject Mana | ger |
| | *************************************** | | Submittal for the Respondent) |
| | (Contact Name, if different 1060 Holland Dr | | cer) |
| | · · · · · · · · · · · · · · · · · · · | . Sie J | |
| | (Street Address) | | |
| | Boca Raton | <u> </u> | 33487 |
| | (City/State/Zip Code) | | |
| | tsawdey@zambellifi | eworks.com | (561) 395-0955 x1205 |
| 4.1 | (Email Address) | | (Phone Number) |
| | | Declaratio | n |
| , Tony Sawdey | | | hereby declare that I am the |
| | Print Name | | , |
| Project Manager | | of Zambelli | Fireworks Mfg. Co. |
| Titl | e | _ = , | Name of Company |
| | | | |

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.



The Respondent further certifles as follows:

- 1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
- Respondent has carefully examined all the documents contained in the RFP and understands all
 instructions, requirements, specifications, terms and conditions, and hereby offers and proposes
 to furnish the products and/or services described herein at the prices, fees and/or rates quoted
 in the Respondent's Submittal, and in accordance with the requirements, specifications, terms
 and conditions, and any other requirements of the RFP Documents;
- 3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
- 4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
- 5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
- 6. Respondent is in full compliance with all applicable Federal, State, and local lows, rules, regulations and ordinances governing its business practices;
- 7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFP to independently verify the information provided in the Submittal;
- 8. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
- 9. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
- 10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal:
- 11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
- 12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law.



the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

- 13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
- 14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

| This declaration was executed in Palm Beach County, State of Florida on MARCH 31 |
|---|
| 20_21. |
| The American Land |
| Signature I mentage |
| Signature / / / / |
| Tony Sawdey |
| Print Name |
| Subscribed and sworn to before me this 315t day of March 2021. |
| Subscribed and sworn to before me this day of day of, 20 |
| Alburally And a |
| Signature / |
| |
| Danielle Fredrickson |
| Print Name |
| Denlette Fredrickson Commission # GG208948 |
| Exphres: August 2, 2022 Bonded thru Aaron Rotery |
| William musical and conductives h |
| (Notar) |
| Control of the second |
| Learning Booming |
| A to the second |

2. Qualifications of the Proposer



Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable, in such instances insert "N/A".

| | a, | Profes | sional Licenses/Certifica | tions (include name and license # | *)* Issuance Date |
|----|---------|--|-------------------------------------|---|---|
| | BAT | F 8- | -PA-003-20-1B-02043 | | 01/2020 |
| | | *************************************** | | 10000000000000000000000000000000000000 | Parties of desirations of Marie Control |
| | | or the state of th | | | adhanada da <u>mara ayaya ayaya ayaya</u> |
| | | • | | | |
| | (*Incli | ide active o | certifications of small or disadvan | tage business & name of certifying entity) | |
| 2. | Type o | f Compa | any: 🗆 Individual 🗀 Pa | artnership 🛭 Corporation 🗆 | LLC 🗆 Other |
| | If o | ther, pl | ease describe the type o | f company: | *************************************** |
| | a. | FEIN/E | IN Number: | 25-1092931 | |
| | b. | Dept. o | of Business Professional | Regulation Category (DBPR): | N/A - Not a DBPR regulated service. |
| | | i. | Date Licensed by DBPR | * | |
| | | 11. | License Number: | | |
| | C. | Date re | egistered to conduct bus | iness in the State of Florida: | 03/1994 |
| | | i. | Date filed: | 03/02/1994 | |
| | | 11. | Document Number: | F9400001031 | |
| | d. | Primar | y Office Location: | Warrendale, PA (Corporate) | - Boca Raton, FL (Loca |
| | e. | What is | s your primary business? | Professional Fireworks Displ (This answer should be specific) | ays and Special Effects |



| N/A | | |
|------------------------------|---|-------------------|
| | lifiers during the past five (5) year / and years as qualifier for the cor | |
| N/A | | |
| h. Name and Licenses of a | nγ prior companies | |
| Name of Company | License Name & No. | Issuance Date |
| N/A | | |
| | | |
| | | |
| Company Ownership | | |
| a. Identify all owners or pa | rtners of the company: | |
| Name | Title | % of ownership |
| George Zambelli Jr., MD | Owner | 47.6% |
| Gary McKnight | Treasurer | 16.6% |
| Richard McDonald Estate | Shareholder | 16.6% |
| Edward J Meyer | Principal | 14.3% |
| Douglas Taylor | Shareholder | 4.9% |
| b. Is any owner identified a | above an owner in another compa | any? □ Yes KN No |
| | · | • |
| If yes, identify the name of | the owner, other company name | s and % ownership |

3,



c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

| | | | | Signa | tory Aut | horlty | |
|----|------------------------|--|----------|-------------|---------------|-------------|-------|
| | Name | Title | | All | Cost | No- Cost | Other |
| | Tony Sawdey | Project Manager | | \boxtimes | | | |
| | Bob Haller | Controller | | X | | | |
| | Edward J Meyer | Principal | | X | | | |
| | Danielle Fredrickson | CSM/Office Manager | | X | | | |
| | Explanation for Other: | | | | | | |
| 4. | Employee Information | | | | | | |
| | a. Total No. of En | nployees: | 60 | | | | |
| | b. Total No. of M | anageriai/Admin. Employees: | 6 | | | | |
| | | des Personnel and total number e listed separately for each classification) | per clas | sificatio | n: | | |
| | N/A | | | | ·· | | |
| | | | | | | | |
| | | The state of the s | | | + | | |
| 5. | Employer Modification | Rating: PA .786 / NCCI | .95 | | | | |
| 6. | Insurance & Bond Infor | mation: | | | | | |
| | a. Insurance Carr | er name & address: | | | | | |
| | McGowan Alli | ed Specialty - 140 Fountain Pk | wy. N., | St Pete | rsburg, I | FL 3371 | 16 |



| | b. | Insurance Contact Name, telephone, & e-mail: |
|-----|-----------------------|--|
| | | Glenn Harris - 140 Fountain Pkwy. N., St Petersburg, FL 33716 (727)547-3093 gharris@mcgowanallied.com |
| | C, | Insurance Experience Modification Rating (EMR): 2/1/21 EMR PA.786 / NCCI.95 (If no EMR rating please explain why) |
| | d. | Number of Insurance Claims paid out in last 5 years & value: 5 year report attached |
| 7. | Have a | ny lawsults been file against your company in the past 5 years? Yes XI No |
| | lawsult judgme | In a separate attachment, identify each lawsuit and its current disposition. For each provide its case number, venue, the year the suit was filed, the basis for the claim of each, its current disposition and, if applicable, the settlement unless the value of the nent is covered by a written confidentiality agreement. |
| 8. | | best of your knowledge, is your company or any officers of your company currently undergation by any law enforcement agency or public entity. \Box Yes \blacksquare No |
| | | In a separate attachment, provide details including the identity of the officer and the of the investigation. |
| 9. | compai | any Key Staff or Principals (including stockholders with over 10% ownership) of the my been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or als have any pending violations of law, other than traffic violations? \Box Yes \Box No |
| | if yes, i includir | In a separate attachment, provide an explanation of any convictions or pending action ng the name of the Key Staff member or Principal Involved and the nature of the offense. |
| 10. | | ur company been assessed liquidated damages or defaulted on a project in the past five ${f x}$? ${f \square}$ Yes ${f x}$ No |
| | If yes, i | n a separate attachment provide an explanation including the name of the project, the stances of default or assessed damages, and the ultimate disposition of the issue. |
| 11. | to ente | e Proposer or any of its principals failed to qualify as a responsible proposer, refused in into a contract after an award has been made, failed to complete a contract during it five (5) years, or been declared to be in default in any contract in the last five (5). Yes Xi No |
| | If yes, i awardir | in a separate attachment provide an explanation including the year, the name of the \log agency, and the circumstances leading to default. |
| L2. | | e proposer or any of its principals ever been declared bankrupt or reorganized under r 11 or put into receivership? Yes X No |

Page 4 of 5



If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

| 13. In a separate attachment, provide a list of all desk or State agencies within the past five (5) years review, the review's current status, and whether a the Proposer as a result of these reviews. Pleas | including information on the result of each any disciplinary action has been taken against |
|--|--|
| 14. In the space below, describe any other experience requirements of the RFP, related to the Service Proposer believes is unique to its organization and | s to be performed under the Contract that |
| Please see attached | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| By signing below, Proposer certifies that the information of the best of Proposer's knowledge. | contained herein is complete and accurate to $3/31/2021$ |
| Signature of Authorized Officer | Date |
| Tony Sawdey | |
| Printed Name | |

CERTIFICATE OF AUTHORITY (IF CORPORATION)

| I HEREBY CERTIFY that at a meeting of the Board of Directors of |
|---|
| Zambelli Fireworks Manufacturing Co. , a corporation organized and existing under the laws of the |
| State of PA, held on the 30lh day of March, 2021, a resolution was duly passed and |
| adopted authorizing (Name) Danielle Fredrickson as (Title) CSM/Office Manager of the |
| corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested |
| by the secretary of the corporation, shall be the official act and deed of the corporation. |
| that said resolution remains in full force and effect. |
| IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of MARCI 20 21. |
| Secretary: Print: Ruser CHALLER |
| |
| CERTIFICATE OF AUTHORITY (IF PARTNERSHIP) |
| I HEREBY CERTIFY that at a meeting of the Board of Directors of |
| a partnership organized and existing under the laws of the |
| State of, held on theday of, a resolution was duly passed and adopted |
| authorizing (Name)as (Title) of the to execute bids on |
| behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official |
| act and deed of the partnership. |
| I further certify that said partnership agreement remains in full force and effect. |
| IN WITNESS WHEREOF, I have hereunto set my hand this, day of, 20 |
| Partner: Print: |

CERTIFICATE OF AUTHORITY (IF CORPORATION)

| I HEREBY CERTIFY that at a meeting of the Board of Directors of |
|--|
| Zambelli Fireworks Manufacturing Co. a corporation organized and existing under the laws of the |
| State of PA , held on the 30th day of March 2021, a resolution was duly passed and |
| adopted authorizing (Name) Tony Sawdey as (Title) Project Manager of the |
| corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested |
| by the secretary of the corporation, shall be the official act and deed of the corporation. |
| that said resolution remains in full force and effect. |
| IN WITNESS WHEREOF, I have hereunto set my hand this 30, day of MARCH, 20 21. Secretary: Print: ROBERT C HALLEN |
| CERTIFICATE OF AUTHORITY (IF PARTNERSHIP) I HEREBY CERTIFY that at a meeting of the Board of Directors of , a partnership organized and existing under the laws of the |
| State of, held on theday of, a resolution was duly passed and adopted |
| authorizing (Name)as (Title) of the to execute bids on |
| behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official |
| act and deed of the partnership. |
| I further certify that said partnership agreement remains in full force and effect. |
| IN WITNESS WHEREOF, I have hereunto set my hand this day of 20 |
| |

CORPORATE RESOLUTION

| WHEREAS, | Zambelli Fireworks Mfg. Co. | Inc. desires to enter into a contract |
|----------------------|-------------------------------------|--|
| with the Town of N | Miami Lakes for the purpose of per | forming the work described in the contract |
| to which this resol | ution is attached; and | |
| WHEREAS, | the Board of Directors at a duly h | neld corporate meeting has considered the |
| matter in accordan | ace with the By-Laws of the corpora | ation; |
| Now, THER | EFORE, BE IT RESOLVED BY THE BO | ARD OF |
| DIRECTORS that the | | Millionia di constanti di mandi di mand |
| | (type title of off | cer) |
| Tony Sawd | ley | , is hereby authorized |
| (type name | of officer) | |
| and instructed to e | nter into a contract, in the name | and on behalf of this corporation, with the |
| Town of Mlami Lake | es upon the terms contained in the | proposed contract to which this resolution |
| Is attached and to e | execute the corresponding perform | nance bond. |
| | | |
| DATI | ED this 30 day of MARC | 20 2 [. |
| | 64 | |
| | Corporate Secre | tary |
| | | |
| | | |
| | | 7 1 2 3 2 (6X) 4 <u>2</u> |
| | | (4) |
| | | |
| | | |
| | | Total Control of the |

NOTARIZATION

| STATE OF Florida | $\mathbf{r} = \mathbf{r}$ |
|--|---|
| COUNTY OF Palm Beach) SS: | |
| The foregoing instrument was | acknowledged before me this 313 day of |
| March , 2021, by Tony Saw | dey , who is <u>personally known</u> |
| to me or who has produced | as identification and who (did |
| / El did not) take an oath. SIGNATURE OF NOTARY PUBLIC STATE OF FLORIDA Danielle Fredrickson | Denlatie Fredrickson Commission # G0208940 Expires: August 2, 2022 Bonded thru Aaron Notary |
| PRINTED, STAMPED OR TYPED | |

NAME OF NOTARY PUBLIC

Client Name

: T.H.E. Insurance Company

As of Date

: 03-18-2021



| | 4 | AS OF | 1202 | Filter Name: ZAMBELLI | Someton of and aton | 10 to | | 0,000 | 0000 | l |
|---|------------------------|-------------------|---------------|-----------------------|-------------------------------|---|------|------------|----------------------------|---|
| Acct Name Line Desc | Folicy Num Event Desc | State/Province of | | Date of Loss | Date Rep to Sedgwick Tot Paid | Tot Fut Reserves | es | Tot Inc | Date Cim Closed Tot Inc | |
| | | Loss | | | | | | | | ١ |
| | | | | | | | | | | |
| Carrier Policy Period 20160201 (02/01/2016 TO 02/01/2017) | 01/2016 TO 02/01/2017) | | | | | | | | | |
| Line Code And Coverage Code AL-PD | L-PD | | | | | | | | | |
| ZAMBELLI INTERNATIONALE | CPP010316703 | Z00037 | 174094-11PD-1 | 11/16/2016 | 01/11/2017 | Closed | | 02/13/2017 | 17 | |
| FIREWORKS | | | | | | | | | | |
| Auto Liability (3rd | INSURED HIT PARKED | Κ | | | \$ 8,459.86 | ь | 0.00 | ₩. | 8,459.86 | |
| Party) | \o | | | | | | | | | |
| ZAMBELLI INTERNATIONALE | CPP010316703 | Z00037 | 172474-11PD-1 | 09/04/2016 | 09/09/2016 | Closed | | 09/13/2016 | 16 | |
| FIREWORKS | | | | | | | | | | |
| Auto Liability (3rd | IV DAMAGED CLMT | GA | | | \$ 4.396.00 | sa. | 0.00 | ь | 4,396.00 | |
| Party) | PROPERTY | | | | | | | | | |
| ZAMBELLI INTERNATIONALE | CPP010316703 | Z00037 | 171375-51PD-1 | 07/04/2016 | 07/07/2016 | Closed | | 12/22/2016 | 16 | |
| FIREWORKS | | | | | | | | | | |
| Auto Liability (3rd | IV DAMAGED CLMT | 00 | | | \$ 0.00 | €9 | 0.00 | ь | 0.00 | |
| Party) | PROPERTY | | | | | | | | | |
| ZAMBELLI INTERNATIONALE | CPP010316703 | Z00037 | 170471-11PD-1 | 04/06/2016 | 04/07/2016 | Closed | | 06/01/2016 | 16 | |
| FIREWORKS | | | | | | | | | | |
| Auto Liability (3rd | IV DAMAGED CLMT | Ð. | | | \$ 165.00 | ↔ | 0.00 | ь | 165.00 | |
| Party) | PROPERTY | | | | | | | | | |
| AL-PD Totals | | | COUNT: | 4 | | | | | | |
| | | | | | \$ 13,020.86 | | | | | |
| | | | | | | s | 0.00 | €9 | 13,020.86 | |
| | | | | | | | | | | |

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Page 2 of 20



| | | As of | Date: 03-18-2021 | As of Date: 03-18-2021 Filter Name: ZAMBELLI | | | |
|----|------------|-------------------------------|------------------|--|------------------------------------|------------------|--|
| me | Policy Num | Struct Loc Code (03) File Num | File Num | Date of Loss | Date Rep to Sedgwick Clm Stat Desc | Clm Stat Desc | |
| SC | Event Desc | State/Province of | | | Tot Paid | Tot Fut Reserves | |
| | | Loss | | | | | |
| | | | | | | | |

| | | As of | As of Date: 03-18-2021 Filte | Filter Name: ZAMBELLI | | | | | |
|--------------------------------------|-------------------------------|----------------------|------------------------------|-----------------------|----------------------|---|--------------|---|---|
| Acct Name | Policy Num | Struct Loc Code (03) | File Num | Date of Loss | Date Rep to Sedgwick | Clm Stat Desc | Date | Date Clm Closed | |
| 200 | Coot Deep | State/Drowings of | | | Fied to T | Tot Firt Recenter | ToT | Tot Inc | |
| Lile Desc | Eveni Desc | Loss | | | 0.00 | 200000000000000000000000000000000000000 | 2 | 2 | |
| | | | | | | | | | |
| Line Code And Coverage Code AU-CL | U-CL | | | | | | | | |
| ZAMBELLI INTERNATIONALE | CPP010316703 | Z00037 | 171921-61CL-1 | 07/01/2016 | 07/08/2016 | Incident | | | |
| FIREWORKS | | | | | | | | | |
| Auto (1st Party) | CV REARENDS INSD | FL | | | \$ 0.00 | \$ 0.00 | e c | 0.00 | |
| | VEHICLE | | | | | | | | |
| 3 IANOITANATINI I I IANAT | CPP010316703 | 700037 | 171430-61Cl -1 | 91/02/20/70 | 07/11/2016 | Closed | 02/0 | 02/01/2018 | |
| FIREWORKS | | | | | | | | | |
| Auto (1st Party) | COLLISION DAMAGE | 5 | | | \$ 0.00 | \$ 0.00 | s | 0.00 | 0 |
| | | | | | | č | | | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316703 | 200037 | 171779-61CL-1 | 07/04/2016 | 07/26/2016 | Closed | 777 | 12/29/2016 | |
| Auto (1st Party) | COLLISION DAMAGE | Σ | | | \$ 0.00 | \$ 0.00 | 8 | 0.00 | 0 |
| | | | | | | | | | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316703 | Z00037 | 171596-61CL-1 | 07/15/2016 | 07/18/2016 | Closed | 12/2 | 12/28/2016 | |
| Auto (1st Party) | COLLISION DAMAGE | НО | | | \$ 0.00 | \$ 0.00 | es 0 | 0.00 | 0 |
| AU-CL Totals | | Ü | COUNT: | 4 | | | | | |
| | | | | | \$ 0.00 | | | | |
| | | | | | | \$ 0.00 | G. | 0.00 | |
| Line Code And Coverage Code GL-BI | 181 | | | | | | | | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316703 | Z00037 | 171812-51BI-1 | 07/03/2016 | 07/05/2016 | Incident | | | |
| General Liability | INJURED/DAMAGE BY FIREWORK | OZ | | | 8 0.00 | s 0.00 | € | 0.00 | 0 |
| ZAMBELLI INTERNATIONALE | CPP010316703 | Z00037 | 172123-51BI-1 | 07/29/2016 | 08/15/2016 | Closed | 10/- | 10/18/2016 | |
| FIREWORKS | | | | | | | | 250000000000000000000000000000000000000 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | M | | | \$ 777.50 | 0.00 | ⇔ | 777.50 | 0 |
| | | | | | | | | | |

action in reliance upon the Sensitive Information by persons or entities other than an Authorized Recipient is strictly prohibited. Confidential Information. Any accessing, acquisition, review, retransmission, dissemination or other use of, or taking of any

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| | | As | As of Date: 03-18-2021 Filte | Filter Name: ZAMBELLI | | | | |
|--------------------------------------|-------------------------------|----------------------|------------------------------|-----------------------|----------------------|------------------|-----------------|----------|
| Acct Name | Policy Num | Struct Loc Code (03) | File Num | Date of Loss | Date Rep to Sedgwick | Clm Stat Desc | Date Clm Closed | pas |
| Line Desc | Event Desc | State/Province of | | | Tot Paid | Tot Fut Reserves | Tot Inc | |
| | | Loss | | | | | | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316703 | Z00037 | 171190-51BI-1 | 06/18/2016 | 06/20/2016 | Closed | 10/05/2016 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | SS | | | \$ 7,698.40 | 0.00 | \$ | 7,698.40 |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316703 | Z00037 | 171159-51BI-1 | 06/15/2016 | 06/17/2016 | Closed | 02/08/2017 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | γN | | | 0.00 | 0.00 | €9 | 0.00 |
| GL-Bl Totals | | | COUNT: | 4 | 00 414 | | | |
| | | | | | | \$ 0.00 | φ • | 8,475.90 |
| Line Code And Coverage Code GL-PD | iL-PD | | | | | | | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316703 | Z00037 | 171860-51PD-1 | 07/03/2016 | 07/28/2016 | Closed | 02/14/2017 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | MI | | | 0.00 | 0.00 | S | 0.00 |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316703 | Z00037 | 170186-51PD-1 | 02/27/2016 | 03/02/2016 | Closed | 03/21/2016 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | 4 | | | \$ 660.05 | 0.00 | 49 | 660.05 |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316703 | 200037 | 170872-51PD-1 | 04/23/2016 | 05/23/2016 | Closed | 06/10/2016 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | <u>z</u> | | | 110.00 | 0.00 | S | 110.00 |

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| | | As o | As of Date: 03-18-2021 Filter | Filter Name: ZAMBELLI | | | | | | |
|--|--|----------------------|-------------------------------|-----------------------|----------------------|------------------|------|-----------------|-----------|--|
| Acct Name | Policy Num | Struct Loc Code (03) | File Num | Date of Loss | Date Rep to Sedgwick | Clm Stat Desc | | Date Clm Closed | Closed | |
| Line Desc | Event Desc | State/Province of | | | Tot Paid | Tot Fut Reserves | ves | Tot Inc | | |
| | | Loss | | | | | | | | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316703 | Z00037 | 171370-51PD-1 | 07/04/2016 | 07/06/2016 | Closed | | 04/29/2017 | 17 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | н | | | \$ 0.00 | ь | 0.00 | ₩ | 0.00 | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316703 | 200037 | 171370-41PD-2 | 07/04/2016 | 07/06/2016 | Closed | | 08/09/2016 | 16 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | E. | | | \$ 4,315.65 | ω | 0.00 | s | 4,315.65 | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316703 | 200037 | 171575-51PD-1 | 07/04/2016 | 07/15/2016 | Closed | | 08/23/2016 | 9 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | ٧, | | | \$ 7,633.27 | ω | 0.00 | ы | 7,633.27 | |
| GL-PD Totals | | | COUNT: | G | \$ 12,718.97 | us. | 0.00 | ь | 12,718.97 | |
| 20160201 (02/01/2016 TO 02/01/2017) Totals | ') Totals | | COUNT: | 18 | \$ 34,215.73 | υ | 0.00 | W | 34,215.73 | |
| Carrier Policy Period 20170201 (02/01/2017 TO 02/01/2018) Line Code And Coverage Code AL-BI ZAMBELLI INTERNATIONALE CPP010316704 | 01/2017 TO 02/01/2018) L-BI CPP010316704 | Z00037 | 175536-12BI-2 | 07/05/2017 | 07/06/2017 | Closed | | 12/19/2017 | 21 | |
| Auto Liability (3rd Party) | COLLISION DAMAGE | MD | | | \$ 22.079.60 | ω | 0.00 | ь | 22,079.60 | |

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| | | Aso | As of Date: 03-18-2021 Filter | Filter Name: ZAMBELLI | | | | | |
|---|------------------------------|------------------------|-------------------------------|-----------------------|----------------------|--|------|-----------------|------|
| Acct Name | Policy Num | Struct Loc Code (03) | File Num | Date of Loss | Date Rep to Sedgwick | Clm Stat Desc | | Date CIm Closed | |
| Line Desc | Event Desc | State/Province of Loss | | | Tot Paid | Tot Fut Reserves | ç | Tot Inc | |
| ZAMBELLI INTERNATIONALE | CPP010316704 | Z00037 | 175536-11BI-5 | 07/05/2017 | 07/06/2017 | Closed | | 01/03/2019 | |
| PINEWORKS Auto Liability (3rd Party) | COLLISION DAMAGE | МБ | | | \$ 1,467.68 | 9 | 0.00 | \$ 1,467.68 | 89 |
| AL-BI Totals | | | COUNT: | 7 | \$ 23,547.28 | о | 0.00 | \$ 23,547.28 | 78 |
| Line Code And Coverage Code AL-PD ZAMBELLI INTERNATIONALE CPI FIREWORKS | 1L-PD CPP010316704 | Z00037 | 175536-11PD-2 | 07/05/2017 | 07/06/2017 | Closed | | 02/05/2018 | |
| Auto Liability (3rd Party) | COLLISION DAMAGE | MD | | | 5,895.47 | O sə | 0.00 | \$ 5,895,47 | 47 |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316704 | Z00037 | 177782-11PD-1 | 11/26/2017 | 12/07/2017 | Closed | | 09/19/2018 | |
| Auto Liability (3rd Party) | IV DAMAGED CLMT PROPERTY | ON | | | 0.00 | G G | 0.00 | | 0.00 |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316704 | Z00037 | 175536-11PD-3 | 07/05/2017 | 07/06/2017 | Closed | | 02/05/2018 | |
| Auto Liability (3rd Party) | COLLISION DAMAGE | MD | | | 9°00.00 | О \$ | 0.00 | ь | 0.00 |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316704 | Z00037 | 175554-11PD-1 | 07/05/2017 | 07/07/2017 | Closed | | 09/27/2017 | |
| Auto Liability (3rd Party) | IV DAMAGED CLMT PROPERTY | ٧٨ | | | \$ 1,550.00 | °°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°°° | 0.00 | \$ 1,550.00 | 00 |
| | | | | | | | | | |

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| | | As of | As of Date: 03-18-2021 Filter ! | Filter Name: ZAMBELLI | | | | | |
|--|------------------------------|---|---------------------------------|-----------------------|----------------------------------|-----------------------------------|------|----------------------------|-----------|
| Acct Name Line Desc | Policy Num Event Desc | Struct Loc Code (03) State/Province of | File Num | Date of Loss | Date Rep to Sedgwick Tot Paid | Clm Stat Desc Tot Fut Reserves | S | Date Clm Closed Tot Inc | pes |
| | | Loss | | | | | | | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316704 | Z00037 | 175645-11PD-1 | 07/03/2017 | 07/13/2017 | Closed | | 04/19/2018 | |
| Auto Liability (3rd Party) | CV HITS INSD VEHICLE | O Z | | | \$ 799.00 | ·σ | 0.00 | ₩ | 799.00 |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316704 | Z00037 | 175536-11PD-4 | 07/05/2017 | 07/06/2017 | Closed | | 09/01/2017 | |
| Auto Liability (3rd Party) | COLLISION DAMAGE | MD | | | 0.00 | 67 | 0.00 | ь | 0.00 |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316704 | Z00037 | 174218-11PD-1 | 02/01/2017 | 02/06/2017 | Closed | | 03/14/2017 | |
| Auto Liability (3rd Party) | IV DAMAGED CLMT PROPERTY | ž | | | 0.00 | ₩ | 0.00 | ь | 0.00 |
| AL-PD Totals | | | COUNT: | | \$ 8,244.47 | υş | 0.00 | ω | 8,244.47 |
| Line Code And Coverage Code AU-CL ZAMBELLI INTERNATIONALE CPI | .U-CL CPP010316704 | 200037 | 174842-61CL-1 | 04/26/2017 | 05/08/2017 | Closed | | 03/10/2020 | |
| Auto (1st Party) | COLLISION DAMAGE | Κ | | | 00·00 | 65 | 0.00 | ь | 0.00 |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316704 | Z00037 | 175536-61CL-1 | 07/05/2017 | 07/06/2017 | Closed | | 04/06/2020 | |
| Auto (1st Party) | COLLISION DAMAGE | MD | | | \$ 34,357.53 | € | 0.00 | 34, | 34,357.53 |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316704 | Z00037 | 175763-61CL-1 | 07/14/2017 | 07/18/2017 | Closed | | 11/10/2017 | |
| Auto (1st Party) | COLLISION DAMAGE | MD | | | \$ 0.00 | €9 | 0.00 | ь | 0.00 |

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0.00 114.00 644.70 34,357.53 0.00 136.30 Date Clm Closed 06/13/2018 10/24/2017 06/13/2018 Tot Inc 0.00 0.00 0.00 0.00 0.00 0.00 Tot Fut Reserves Clm Stat Desc Incident Closed Closed Closed 69 Date Rep to Sedgwick 0.00 644.70 114.00 136.30 34,357.53 0.00 06/26/2017 10/12/2017 01/01/2018 01/01/2018 Tot Paid 64) Date of Loss As of Date: 03-18-2021 Filter Name: ZAMBELLI 06/24/2017 10/07/2017 12/31/2017 12/31/2017 က 178207-61PD-2 176683-61PD-1 178207-61PD-1 175870-61BI-1 File Num COUNT COUNT Struct Loc Code (03) State/Province of Z00037 Z00037 Z00037 Z00037 PA Ξ Ц I INJURED/DAMAGE BY INJURED/DAMAGE BY INJURED/DAMAGE BY DAMAGE TO CLMT CPP010316704 ZAMBELLI INTERNATIONALE CPP010316704 ZAMBELLI INTERNATIONALE CPP010316704 CPP010316704 PROPERTY FIREWORK FIREWORK FIREWORK Event Desc Policy Num Line Code And Coverage Code GL-PD Line Code And Coverage Code GL-BI ZAMBELLI INTERNATIONALE ZAMBELLI INTERNATIONALE FIREWORKS FIREWORKS **FIREWORKS FIREWORKS** General Liability General Liability General Liability General Liability **AU-CL Totals** Acct Name **GL-BI Totals** Line Desc

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| | | As of | As of Date: 03-18-2021 Filter | Filter Name: ZAMBELLI | | | | | |
|---|-------------------------------|----------------------|--|-----------------------|----------------------|-------------------|--------------|-----------------|---|
| Acct Name | Policy Num | Struct Loc Code (03) | File Num | Date of Loss | Date Rep to Sedgwick | Clm Stat Desc | Date | Date Clm Closed | |
| Line Desc | Event Desc | State/Province of | | | Tot Paid | Tot Fut Reserves | Tot Inc | пс | |
| | | Loss | | | | | | | 1 |
| T INITIALITY CLEANER | 20702020000 | 700007 | 7 00 70 70 70 70 70 70 70 70 70 70 70 70 | 1,000,000 | 1,400 | 0 | 1700 | 0707070 | |
| FIREWORKS | CFF010318704 | 750002 | 1-0-19-4-6171 | 0.104,201 | 1102/2017 | Open Constitution | 000 | 01020 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | 교 | | | \$ 979.35 | 0.00 | 69 | 979.35 | |
| ZAMBELLI INTERNATIONALE | CPP010316704 | Z00037 | 176150-61PD-1 | 07/01/2017 | 08/16/2017 | Closed | 11/3 | 11/30/2017 | |
| FIREWORKS General Liability | INJURED/DAMAGE BY FIREWORK | N N | | | 0.00 | 0.00 | ↔ | 0.00 | |
| GL-PD Totals | | 0 | COUNT: | ις | | | | | |
| | | | | | \$ 1,874.35 | \$ 0.00 | w | 1,874.35 | |
| 20170201 (02/01/2017 TO 02/01/2018) Totals | 8) Totals | 0 | COUNT: | 18 | \$ 68,023.63 | | | | |
| | | | | | | s 0.00 | 6 9 | 68,023.63 | |
| Carrier Policy Period 20180201 (02/01/2018 TO 02/01/2019) | /01/2018 TO 02/01/2019) | | | | | | | | |
| Line Code And Coverage Code AL-PD ZAMBELLI INTERNATIONALE CPI FIREWORKS | AL-PD CPP010316705 | Z00037 | 179832-11PD-2 | 07/05/2018 | 07/18/2018 | Closed | 01/1 | 01/15/2019 | |
| Auto Liability (3rd Party) | CV HITS INSD VEHICLE | 5 | | | 5 1,137.39 | 0.00 | ⊌ | 1,137.39 | |
| AL-PD Totals | | 0 | COUNT: | - | \$ 1,137.39 | | | | |

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| | | As of | As of Date: 03-18-2021 Filter | Filter Name: ZAMBELLI | | | | | |
|---|-------------------------------|---------------------------|-------------------------------|-----------------------|----------------------|------------------|-------|-----------------|--|
| Acct Name | Policy Num | Struct Loc Code (03) | File Num | Date of Loss | Date Rep to Sedgwick | Clm Stat Desc | | Date Clm Closed | |
| Line Desc | Event Desc | State/Province of Loss | | | Tot Paid | Tot Fut Reserves | 10 | Tot Inc | |
| Line Code And Coverage Code AU-CL | ND-CL | | | | | | | | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316705 | Z00037 | 179832-41CL-1 | 07/05/2018 | 07/18/2018 | Closed | | 01/09/2019 | |
| Auto (1st Party) | CV HITS INSD VEHICLE | СТ | | | \$ 0.00 | ·0 | 0.00 | \$ 0.00 | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316705 | Z00037 | 179711-41CL-1 | 07/09/2018 | 07/09/2018 | Closed | | 03/29/2020 | |
| Auto (1st Party) | COLLISION DAMAGE | VA | | | \$ 7,921.16 | .0 .0 | 00.00 | \$ 7,921.16 | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316705 | Z00037 | 179547-41CL-1 | 06/23/2018 | 06/27/2018 | Closed | | 03/19/2019 | |
| Auto (1st Party) | CV HITS INSD VEHICLE | M | | | \$ 0.00 | s 0 | 0.00 | \$ 0.00 | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316705 | Z00037 | 181256-41CL-1 | 07/05/2018 | 12/13/2018 | Closed | | 04/22/2020 | |
| Auto (1st Party) | COLLISION DAMAGE | 月 | | | \$ 0.00 | .0 | 0.00 | \$ 0.00 | |
| AU-CL Totals | | 0 | COUNT: | 4 | \$ 7,921.16 | G. | 0.00 | \$ 7,921.16 | |
| Line Code And Coverage Code AU-CM ZAMBELLI INTERNATIONALE CPP FIREWORKS | . u.cm CPP010316705 | Z00037 | 178532-61CM-1 | 02/01/2018 | 02/21/2018 | Closed | | 03/01/2018 | |
| Auto (1st Party) | WINDSHIELD DAMAGE | PA | | | 0.00 | °0 s | 0.00 | \$ 0.00 | |
| AU-CM Totals | | 0 | COUNT: | - | 00'0 | 9 | 0.00 | 0.00 | |

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| | | As of | As of Date: 03-18-2021 Filte | Filter Name: ZAMBELLI | | | | | |
|--|-------------------------------|------------------------|------------------------------|-----------------------|----------------------|------------------|-----------|-----------------|--|
| Acct Name | Policy Num | Struct Loc Code (03) | File Num | Date of Loss | Date Rep to Sedgwick | Clm Stat Desc | | Date Clm Closed | |
| Line Desc | Event Desc | State/Province of Loss | | | Tot Paid | Tot Fut Reserves | - | Tot Inc | |
| | i | | | | | | | | |
| ZAMADELLI INTERPRETATIONALE CODE GL-BI | iL-BI OBD0400400707 | 10000 | | | | i | | | |
| FIREWORKS | CPF010316705 | 200037 | 179950-61BJ-1 | 06/10/2018 | 07/30/2018 | Closed | 0 | 05/23/2019 | |
| General Liability | INJURED/DAMAGE BY | ٧A | | | \$ 3,500.00 | \$ 0.00 | 9 | 3,500.00 | |
| | FIREWORK | | | | | | | | |
| ZAMBELLI INTERNATIONALE | CPP010316705 | Z00037 | 181081-61BI-1 | 04/11/2018 | 11/27/2018 | Closed | 0 | 07/18/2019 | |
| FIREWORKS | | | | | | | | | |
| General Líability | INJURED/DAMAGE BY FIREWORK | Ч | | | 00.00 | \$ 0.00 | 8 | 0.00 | |
| GL-BI Totals | | Ü | COUNT: | 2 | | | | | |
| | | | | | \$ 3,500.00 | | | | |
| | | | | | | \$ 0.00 | | 3,500.00 | |
| Line Code And Coverage Code GL-PD | it-PD | | | | | | | | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316705 | Z00037 | 179714-61PD-1 | 07/04/2018 | 07/09/2018 | Closed | Ŏ | 08/17/2018 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | SC | | | \$ 776.84 | 0.00 | 6 | 776.84 | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316705 | Z00037 | 180755-61PD-1 | 07/04/2018 | 10/16/2018 | Closed | 0 | 01/30/2019 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | OZ | | | \$ 2,860.45 | 0.00 | <i>\$</i> | 2,860.45 | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316705 | Z00037 | 179913-61PD-1 | 07/04/2018 | 07/27/2018 | Closed | = | 10/10/2018 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | NC | | | \$ 1,991.28 | \$ 0.00 | <i>s</i> | 1,991.28 | |
| | | | | | | | | | |

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| | | As of | As of Date: 03-18-2021 Filter | Filter Name: ZAMBELLI | | | | |
|--------------------------------------|-------------------------------|------------------------|-------------------------------|-----------------------|----------------------|------------------|-----------------|--|
| Acct Name | Policy Num | Struct Loc Code (03) | File Num | Date of Loss | Date Rep to Sedgwick | Clm Stat Desc | Date Clm Closed | |
| Line Desc | Event Desc | State/Province of Loss | | | Tot Paid | Tot Fut Reserves | Tot Inc | |
| ZAMBELLI INTERNATIONALE | CPP010316705 | Z00037 | 179714-61PD-2 | 07/04/2018 | 07/09/2018 | Closed | 08/16/2018 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | SC | | | \$ 903.84 | O.00 | \$ 903.84 | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316705 | Z00037 | 180370-61PD-1 | 08/11/2018 | 09/10/2018 | Closed | 11/06/2018 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | PA | | | \$ 140.00 | 8 | \$ 140.00 | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316705 | Z00037 | 180755-61PD-2 | 07/04/2018 | 10/16/2018 | Closed | 11/09/2018 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | NC | | | 0.00 | 0.00 | 0.00 | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316705 | Z00037 | 180913-61PD-1 | 11/03/2018 | 11/07/2018 | Closed | 07/30/2019 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | GA | | | 00:00 | 0.00 | 0.00 | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316705 | Z00037 | 179193-61PD-1 | 05/27/2018 | 05/29/2018 | Closed | 06/12/2018 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | РА | | | \$ 529.12 | 0.00 | \$ 529.12 | |
| GL-PD Totals | | o | COUNT: | 00 | \$ 7,201.53 | | | |

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|---|-------------------------------|----------------------|-----------------------------|-----------------------|----------------------|------------------|-------|----------------|-----------------|--|
| Acct Name | Policy Num | Struct Loc Code (03) | File Num | Date of Loss | Date Rep to Sedgwick | CIm Stat Desc | | Date C | Date Clm Closed | |
| Line Desc | Event Desc | State/Province of | | | Tot Paid | Tot Fut Reserves | Š | Tot Inc | | |
| | | Loss | | | | | | | | |
| الالا مامي موسيوس المه مامي منا ا | C | | | | | | | | | |
| ZAMBELLI INTERNATIONALE | CPP010316705 | Z00037 | 179661-61PD-1 | 07/04/2018 | 07/05/2018 | Closed | | 02/03/2021 | 021 | |
| FIREWORNS Inland Marine | INJURED/DAMAGE BY FIREWORK | CA | | | \$ 61,920.48 | ь | 00:00 | ь | 61,920.48 | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316705 | Z00037 | 179661-12PD-1 | 07/04/2018 | 07/05/2018 | Closed | | 03/15/2021 | 021 | |
| Inland Marine | INJURED/DAMAGE BY FIREWORK | CA | | | \$ 20,228.00 | ь | 0.00 | ь | 20,228.00 | |
| IM-IC Totals | | | COUNT: | 8 | \$ 82,148.48 | | | | | |
| 20180201 (02/01/2018 TO 02/01/2019) Totals | (0) Totals | | COUNT | č | | v | 0.00 | ь | 82,148.48 | |
| | | | | 2 | \$ 101,908.56 | s | 0.00 | 4 | 101,908.56 | |
| Carrier Policy Period 20190201 (02/01/2019 TO 02/01/2020) | /01/2019 TO 02/01/2020) | | | | | | | | | |
| Line Code And Coverage Code AL-PD | AL-PD | | | | | | | | | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 182136-11PD-1 | 05/23/2019 | 05/24/2019 | Closed | | 07/12/2019 | 019 | |
| Auto Liability (3rd Party) | INSURED HIT PARKED CV | DE | | | \$ 13,124.44 | o \$ | 0.00 | ⇔ | 13,124.44 | |
| | | | | | | | | | | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 181736-11PD-1 | 03/05/2019 | 03/05/2019 | Closed | | 03/07/2019 | 019 | |
| Auto Liability (3rd Party) | INSD BACKS INTO CV | PA | | | \$ 1,293.39 | 9 | 0.00 | v ₃ | 1,293.39 | |
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| | | As of | As of Date: 03-18-2021 Filter | Filter Name: ZAMBELLI | | | | | |
|---|--|----------------------|-------------------------------|-----------------------|----------------------|------------------|------|-----------------|--|
| Acct Name | Policy Num | Struct Loc Code (03) | File Num | Date of Loss | Date Rep to Sedgwick | Clm Stat Desc | | Date Clm Closed | |
| Line Desc | Event Desc | State/Province of | | | Tot Paid | Tot Fut Reserves | | Tot Inc | |
| | | Loss | | | | | | | |
| ZAMBELLI INTERNATIONALE | CPP010316706 | Z00037 | 182849-11PD-1 | 07/19/2019 | 07/30/2019 | Closed | | 03/04/2020 | |
| Auto Liability (3rd Party) | IV DAMAGED CLMT PROPERTY | НО | | | \$ 1,007.95 | €9 | 0.00 | \$ 1,007.95 | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 182627-11PD-1 | 07/05/2019 | 07/09/2019 | Closed | | 07/23/2019 | |
| Auto Liability (3rd Party) | INSURED HIT PARKED CV | W | | | 5 1,443.42 | 9.0 | 0.00 | \$ 1,443.42 | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 182799-11PD-1 | 07/01/2019 | 07/25/2019 | Closed | | 04/24/2020 | |
| Auto Liability (3rd Party) | IVD rear ended CVD. CV owned by Hertz | ξ | | | 0.00 | & 0.0 | 0.00 | \$ 0.00 | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 182885-11PD-1 | 07/13/2019 | 07/25/2019 | Closed | | 10/09/2019 | |
| Auto Liability (3rd Party) | IV DAMAGED CLMT PROPERTY | 귚 | | | 0.00 | 9.0 | 0.00 | \$ 0.00 | |
| AL-PD Totals | | ŭ | COUNT: | ø | \$ 16,869.20 | o. | 0.00 | \$ 16,869.20 | |
| Line Code And Coverage Code AU-CL ZAMBELLI INTERNATIONALE CPI FIREWORKS | U-CL CPP010316706 | 200037 | 182422-41CL-1 | 06/14/2019 | 06/24/2019 | Closed | | 08/31/2020 | |
| Auto (1st Party) | Forklift brakes failed causing the | PA | | | \$ 832.10 | \$ | 0.00 | \$ 832.10 | |

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| | | As of | As of Date: 03-18-2021 Filter | Filter Name: ZAMBELLI | | | |
|--|---|------------------------|-------------------------------|-----------------------|----------------------|------------------|-----------------|
| Acct Name | Policy Num | Struct Loc Code (03) | File Num | Date of Loss | Date Rep to Sedgwick | Clm Stat Desc | Date Clm Closed |
| Line Desc | Event Desc | State/Province of Loss | | | Tot Paid | Tot Fut Reserves | Tot Inc |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 183593-41CL-1 | 07/29/2019 | 09/23/2019 | Closed | 03/31/2020 |
| Auto (1st Party) | IV collision UNK details | PA | | | \$ 777.49 | 00.00 | \$ |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 183995-41CL-1 | 12/07/2019 | 12/10/2019 | Closed | 03/31/2020 |
| Auto (1st Party) | COLLISION DAMAGE | M | | | \$ 897.95 | \$ 0.00 | \$ 897.95 |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 183479-41CL-1 | 09/10/2019 | 09/16/2019 | Closed | 07/22/2020 |
| Auto (1st Party) | While insured drive was waiting in line | <u>ا</u> | | | \$ 1,093.22 | 0.00 | \$ 1.093.22 |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 182417-41CL-1 | 06/17/2019 | 06/21/2019 | Closed | 05/27/2020 |
| Auto (1st Party) | ?Insured driver was maneuvering an Isuzu | PA | | | \$ 894.60 | 0.00 | \$ 894.60 |
| AU-CL Totals | | ō | COUNT: | LO. | \$ 4,495.36 | \$ 0.00 | \$ 4,495.36 |
| Line Code And Coverage Code GL-BI ZAMBELLI INTERNATIONALE CP FIREWORKS | :L-BI CPP010316706 | Z00037 | 182607-61BI-2 | 07/06/2019 | 07/11/2019 | Closed | 11/12/2019 |
| General Liability | Claimant alleges fireworks caused | PA | | | \$ 1,833.65 | 0.00 | \$ 1,833.65 |

Confidential Information. Any accessing, acquistion, review, retransmission, dissemination or other use of, or taking of any action in reliance upon the Sensitive Information by persons or entities other than an Authorized Recipient is strictly prohibited.

Page 15 of

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| | | As of | As of Date: 03-18-2021 Filter | Filter Name: ZAMBELLI | | | | | 1. |
|--------------------------------------|--|----------------------|-------------------------------|-----------------------|----------------------|------------------|------------|-----------------|----|
| Acct Name | Policy Num | Struct Loc Code (03) | File Num | Date of Loss | Date Rep to Sedgwick | Clm Stat Desc | | Date Clm Closed | |
| Line Desc | Event Desc | State/Province of | | | Tot Paid | Tot Fut Reserves | _ | Tot Inc | |
| | | Loss | | | | | | | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 183614-61BI-1 | 09/21/2019 | 09/24/2019 | Closed | 0 | 03/20/2020 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | PA | | | \$ 712.10 | \$ 0.00 | & O | 712.10 | 0 |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 183686-61Bl-1 | 10/05/2019 | 10/08/2019 | Closed | 0 | 03/09/2020 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | W | | | \$ 820.95 | \$ 0.00 | 9 | 820.95 | 35 |
| GL-BI Totals | | | COUNT: | ю | 01.000 | | | | |
| | | | | | | \$ 0.00 | s | 3,366.70 | ٥ |
| Line Code And Coverage Code GL-PD | il-PD | | | | | | | | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 182251-61PD-1 | 06/03/2019 | 06/06/2019 | Closed | ÷ | 12/16/2019 | |
| General Liability | DAMAGE TO CLMT PROPERTY | НО | | | 0.00 | \$ 0.00 | φ 0 | 0.00 | 00 |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 183614-62PD-1 | 09/21/2019 | 09/24/2019 | Open | Ŏ | 04/29/2020 | |
| General Liability | INJURED/DAMAGE BY FIREWORK | PA | | | \$ 6,333.53 | \$ 0.00 | <i>(</i> я | 6,333.53 | 12 |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 183306-62CN-1 | 09/02/2019 | 09/03/2019 | Open | | | |
| General Liability | FIRE DAMAGE TO BARGECA AFTER FIREWORKS | 3ECA | | | \$ 216,665.95 | \$ 38,334.05 | 9 | 255,000.00 | Q |

Confidential Information. Any accessing, acquisition, review, retransmission, dissemination or other use of, or taking of any action in reliance upon the Sensitive Information by persons or entities other than an Authorized Recipient is strictly prohibited.

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| | | As of | As of Date: 03-18-2021 Filter | Filter Name: ZAMBELLI | | | | | |
|--------------------------------------|--------------------------------------|--|-------------------------------|-----------------------|----------------------------------|-----------------------------------|------|----------------------|----------------------------|
| Acct Name Line Desc | Policy Num Event Desc | Struct Loc Code (03) State/Province of | File Num | Date of Loss | Date Rep to Sedgwick Tot Paid | CIm Stat Desc Tot Fut Reserves | sə/ | Date Clrr Tot Inc | Date Clm Closed Tot Inc |
| | | | | | | | | | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 182688-61PD-1 | 07/04/2019 | 07/17/2019 | Closed | | 11/05/2019 | 019 |
| General Liability | INJURED/DAMAGE BY FIREWORK | Ż | | | \$ 30,359.90 | ь | 0.00 | ь | 30,359.90 |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 182505-61PD-1 | 06/21/2019 | 06/27/2019 | Closed | | 09/04/2019 | 019 |
| General Liability | INJURED/DAMAGE BY FIREWORK | WV | | | \$ 3,057.28 | ь | 0.00 | s | 3,057,28 |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 182720-61PD-1 | 07/03/2019 | 07/19/2019 | Open | | 05/20/2020 | 020 |
| General Liability | INJURED/DAMAGE BY FIREWORK | 00 | | | \$ 4,590.16 | G | 0.00 | ь | 4,590.16 |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 182094-61PD-1 | 04/13/2019 | 05/20/2019 | Open | | 03/06/2020 | 020 |
| General Liability | INJURED/DAMAGE BY FIREWORK | ∑ | | | \$ 21,003.15 | 69 | 0.00 | 69 | 21,003.15 |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 183647-61PD-1 | 10/05/2019 | 10/07/2019 | Closed | | 11/19/2019 | 919 |
| General Liability | DAMAGE TO CLMT PROPERTY | W | | | \$ 4,490.44 | ы | 0.00 | 69 | 4.490.44 |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 182607-11PD-1 | 07/06/2019 | 07/11/2019 | Closed | | 09/28/2020 | 120 |
| General Liability | Claimant alleges fireworks caused | РА | | | \$ 5,800.00 | ь | 0.00 | ₩ | 5,800.00 |

Confidential Information. Any accessing, acquisition, review, retransmission, dissemination or other use of, or taking of any action in reliance upon the Sensitive Information by persons or entities other than an Authorized Recipient is strictly prohibited.

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| | | As of | As of Date: 03-18-2021 Filter | Filter Name: ZAMBELLI | | | | 0 |
|--|--|----------------------|-------------------------------|-----------------------|----------------------|------------------|-----------------|------------|
| Acct Name | Policy Num | Struct Loc Code (03) | File Num | Date of Loss | Date Rep to Sedgwick | Clm Stat Desc | Date Clm Closed | pase |
| Line Desc | Event Desc | State/Province of | | | Tot Paid | Tot Fut Reserves | Tot Inc | |
| | | Loss | | | | | | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316706 | Z00037 | 30204219280-0001 | 12/31/2019 | 01/02/2020 | Closed | 01/29/2020 | |
| General Liability | GREG GETTYS MAINTAINS A | O _N | | | \$ 0.00 | 9.00 | 69 | 0.00 |
| GL-PD Totals | | S | COUNT: | 10 | \$ 292,300.41 | \$ 38,334.05 | 330 | 330,634.46 |
| Line Code And Coverage Code IM-IC ZAMBELLI INTERNATIONALE CF | л-іс СРР010316706 | Z00037 | 183306-11CN-1 | 09/02/2019 | 09/03/2019 | Closed | 03/09/2020 | |
| FIREWORKS Inland Marine | FIRE DAMAGE TO BARGECA AFTER FIREWORKS | RGECA | | | \$ 38,246.49 | 0.00 | 98 | 38,246.49 |
| IM-IC Totals | | U | COUNT: | - | \$ 38,246.49 | \$ 0.00 | 99 99 | 38,246.49 |
| 20190201 (02/01/2019 TO 02/01/2020) Totals |)) Totals | Ü | COUNT: | 25 | \$ 355,278.16 | \$ 38,334.05 | 893 393 | 393,612.21 |
| Carrier Policy Period 20200201 (02/01/2020 TO 02/01/2021) Line Code And Coverage Code AL- ZAMBELLI INTERNATIONALE CPP010316707 FIREWORKS | 01/2020 TO 02/01/2021) L- CPP010316707 | Z00037 | 40201244425-0002 | 12/05/2020 | 12/08/2020 | Incident | | |
| | We were exiting 71S, entering 270E in the | РА | | | \$ 0.00 | \$ 0.00 | ⇔ | 0.00 |

action in reliance upon the Sensitive Information by persons or entities other than an Authorized Recipient is strictly prohibited. Confidential Information. Any accessing, acquisition, review, retransmission, dissemination or other use of, or taking of any

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| | | As | As of Date: 03-18-2021 Filter | Filter Name: ZAMBELLI | | | | | | |
|--------------------------------------|---|------------------------|-------------------------------|-----------------------|----------------------|------------------|------|-----------------|----------|--|
| Acct Name | Policy Num | Struct Loc Code (03) | File Num | Date of Loss | Date Rep to Sedgwick | Clm Stat Desc | | Date Clm Closed | n Closed | |
| Line Desc | Event Desc | State/Province of Loss | | | Tot Paid | Tot Fut Reserves | ves | Tot Inc | | |
| AL- Totals | | | COUNT: | ٠ | | | | | | |
| | | | | | 0.00 | ь | 0.00 | w | 0.00 | |
| Line Code And Coverage Code AL-PD | L-PD | | | | | | | | | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316707 | Z00037 | 4020060FC0F-0001 | 06/27/2020 | 06/29/2020 | Closed | | 09/23/2020 | 20 | |
| Auto Liability (3rd | Zambelli driver was | 00 | | | \$ 4,332.27 | €9 | 0.00 | ь | 4,332.27 | |
| Party) | attempting to park | | | | | | | | | |
| AL-PD Totals | | | COUNT: | τ- | | | | | | |
| | | | | | \$ 4,332.27 | , | 3 3 | 8 | | |
| | | | | | | vs | 0.00 | ↔ | 4,332.27 | |
| Line Code And Coverage Code AU-CL | U-CL | | | | | | | | | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316707 | Z00037 | 402002051E3-0001 | 02/20/2020 | 02/20/2020 | Closed | | 03/02/2020 | 20 | |
| Auto (1st Party) | ID was backing up a 26' Ryder vehicle | PA | | | \$ 5,063.41 | မာ | 0.00 | €9 | 5,063.41 | |
| ZAMBELLI INTERNATIONALE FIREWORKS | CPP010316707 | Z00037 | 40201244425-0001 | 12/05/2020 | 12/08/2020 | Closed | | 03/07/2021 | 21 | |
| Auto (1st Party) | We were exiting 71S, entering 270E in the | РА | | | \$ 1,240.18 | €9 | 0.00 | ь | 1,240.18 | |
| AU-CL Totals | | | COUNT: | 2 | | | | | | |
| | | | | | 60.505,0 | vs | 0.00 | ь | 6,303.59 | |

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T.H.E. INSURANCE COMPANY

Design Your Own 3-Line Detail

Date Clm Closed Clm Stat Desc Date Rep to Sedgwick As of Date: 03-18-2021 Filter Name: ZAMBELLI Date of Loss File Num Struct Loc Code (03) Policy Num Acct Name

| Line Desc | Event Desc | State/Province of | | | Tot | Tot Paid | Tot Fut Reserves | eserves | Tot Inc | 0 | |
|--|----------------------------|-------------------|------------------|------------|----------|------------|------------------|-----------|------------|------------|-----|
| | | Loss | | | | | | | | | |
| Line Code And Coverage Code GL-PD | GL-PD | | | | | | | | | | |
| ZAMBELLI INTERNATIONALE CPP010316707 FIREWORKS | CPP010316707 | Z00037 | 4020102AF1A-0001 | 09/19/2020 | 1/01 | 10/12/2020 | Closed | | 11/18/2020 | 5020 | |
| General Liability | Property owner states that | MD | | | ₩ | 0.00 | G | 0.00 | ь | 0.00 | |
| GL-PD Totals | | | COUNT: | - | | | | | | | |
| | | | | | G | 0.00 | 4 | 0.00 | vя | 0.00 | |
| 20200201 (02/01/2020 TO 02/01/2021) Totals | 21) Totals | | COUNT: | LO. | 4 | 10,635.86 | | | | | |
| | | | | | | | υA | 0.00 | ιA | 10,635.86 | |
| Grand Totals | | | COUNT: | 84 | | | | | | | 265 |
| | | | | | ₩. | 570,061.94 | ь | 38,334.05 | G | 608,395.99 | |

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of



Miami Lakes

RFP 2021-19 Town Fireworks Display

Form CQQ- Question #13

The Southeast Region of Zambelli Fireworks produces over 350 displays each year. Every single display is reviewed in the field by County, State, and sometimes Federal (ATF) authorities. Being in the fireworks industry, we are constantly under scrutiny from DOT and ATF.

Oct. 2020- DOT level 1 inspection by Georgia Highway Patrol at weigh station passed all aspects of the inspection

Jan. 2021- Detailed ATF inventory and facility inspection at our Florida Storage facility. Facility approved and inventory verified. No violations

These are just a couple of examples of Zambelli's experiences here in the Southeast Region. Nationally Zambelli has an excellent record with all regulatory agencies.



Miami Lakes RFP 2021-19 Town Fireworks Display Form CQQ- Question #14

Zambelli has been a fixture in South Florida for over 25 years, with thousands of successful displays performed over that period. We have worked with the Town of Miami Lakes for over 15 years providing entertainment to your citizens. We believe this proven track record and commitment to excellence set us apart from the others and our hope is that the Town also believes so.

3. Operational Plan



Town of Miami Lakes Procurement Department 6601 Main Street Miami, Florida 33014

RFP No. 2021-19 Town Fireworks Display

3. Operational Plan

- All permitting to be completed one month before display

- July 4th Timeline: 8:30 am- Leave plant

9:00 am- Arrive at shoot site

9:30 am- Start set-up

12:00 pm- Rack set-up complete, begin loading shells

5:30 pm- Shell loading complete

9:00 pm- Begin firing 9:25 pm- Complete firing 10:00 pm- Begin Cleanup

12:00 am- Cleanup complete, Leave site

- Racks and equipment to be covered with plastic sheathing as dictated by weather conditions.

Management, Supervision, and Staffing



Town of Miami Lakes Procurement Department 6601 Main Street Miami, Florida 33014

RFP No. 2021-19 Town Fireworks Display

4. Management, Supervision and Staffing

- As Project Manager I (Tony Sawdey) am ultimately responsible for the success of your display. All concerns and issues that may arise before, during, or after the display will be addressed to me.
- Day of event- The lead technician will be in charge of the display and communications the entire day. He will manage his staff to successfully complete the display and provide the Town of Miami Lakes with another spectacular event.
- Technicians and crews will be selected from our pool of qualified personnel. The Town will be given resumes and contact information when selected.
- No Subcontractors will be used

5. Safety and Protection



Town of Miami Lakes Procurement Department 6601 Main Street Miami, Florida 33014

RFP No. 2021-19 Town Fireworks Display

5. Safety and Protection

- Zambelli maintains the highest safety standards and closely follows NFPA 1123 as required
- All Zambelli technicians and crew have completed training from our senior technician and participate in continued training annually. Zambelli maintains a training portal for all employees to use for continuing education and safety procedures.
- A Safety Zone (560 ft. Radius) will be maintained during display firing and until the field is cleared by the lead Technician to ensure safety of event goers.

DEPARTMENT OF JUSTICE



Bureau of Alcohol, Tobacco, Firearms and Explosives

Martinsburg, WV 25405

January 22, 2021

Zambelli Fireworks Manufacturing Co Zambelli Fireworks Internationale Attn Sandra Mostay 120 Marshall Drive Warrendale, PA 15086

901090:MBH/CMS

5400

File Number: 8-PA-02043

Premises Address: 120 Marshall Drive, Warrendale, PA 15086

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 Chanon Shipman (304)616-4436.

Sincerely,

Maina Heward

Marna Howard

Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov

U.S. Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives

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

| | Productive production and a specific and a second specific | | THE SAME AND ADDRESS OF THE SA | estatainin adamis existentati in tito exest |
|--|--|--|--|--|
| In accordance with the provisions of Title XI. (| Organized Crime Control Act of 19 | 20 and the regulations feeled | Haddennidae (27 Pote | Dan cery that allen are |
| the activity specified in this ficense or normit w | ithin the limitations of Charler 40 | Title 18 I Initad Stoles Collect | والمستراخ والمناطقة المتاطقة المتاطقة المتاسات | and hill Hack the line of a contract to |
| expiration date shown. THIS LICENSE IS N | DITEMARK DIDE | 1.27 CER 655.53. See WAI | OM, pue "Soluin | IICES on reverse. |
| Direct ATF ATF - Chief, TELC Correspondence To 244 Needy Road | AND THE PROPERTY OF THE PARTY O | es Dicense Rappill | | |
| Martinsbyrg, WV 25 | 405-9431 | Number | A=UU3-2U | -1B-02043 |
| Chief, Federal Explosives Licensing Center (FE | | Expiration | The profit of the first of the second of the | and the control of th |
| 01 11 1 | 70 | Date | ebruary | 1 2021 |
| (hustopher K) | HAND I | | | |
| Name | | | 21000 | San |
| ZAMBELLI FIREWORKS INTER | vátionale 🕖 | er in the | | |
| 1 A F | A STATE OF THE PARTY OF THE PAR | all all the second | 建模/多 // | the state of the s |
| Premises Address (Changes? Noity the Phi Ch | r leat 10 dusherore flemove) and | | | |
| 120 MARSHALL DRIVE | | | | |
| WARRENDALE, PA 15086- | C.A. MV. Lastinis | | 是是是 | |
| Type of Llogist or Pennil | | | VARIA | |
| 20-MANUFACTURER OF EXPLO | | | | |
| n. 11. 215 e. ne. Willer | The state of the s | | | |
| The Heansee or parmitted named above shall use a copy transferor of explosives to verify the identify and these permittee as provided by 27 CFR Part 353. The simulation of the interior of explosives to expend the expension of the interior. A fixed, sepanned or expendite to expendite the interior of the interior of the expension | of this license of perion to use in a ce | Mailing Address (Chang | es, though the LET | C-of any changes.) |
| transferor of explosives to verify the identify and the be | ensed spirits of the localises of | | WAV - | |
| permittee as provided by 27 CFR Fart 555. The signal administra. A freed scanned or examiladous of literia | ure on each copy must be an original | ZAMBELLI KIĐEV | VORKS MANUI | FACTURING CO |
| hitendeclig be an briginal signature is apoptable. The | signature inner be that of the Federal | ZAMBELCI FIRE | VORKS INTER | NATIONALE |
| Explosives Ligarises (PEL) or a responsible person of it | is FEL I earlier that this is write | 120 MARSHALLI | DRIVE ATTN S | ANDRA MOSTAY |
| copy of a liceles or penalt issued to the licensed of pen- business of operations specified above under "Type of I | | WARRENDACE, F | A 15086- | |
| The state of the s | | | | • |
| New CA | CODICONER | The state of the s | | , |
| Licensed Permittee Rasponsible Person Signature | The world was | all and make the state of the s | | |
| Rabert C. Haller | 1/28/2020 | | | |
| Printed Name | Date | | | ATF Form \$400,14/5400,13 Part 1 |
| Prévious Edition is Obsolete விருப்பாள்ளுள்ளவர்கள்ள மை | muziner outleitroff bietit jo (batocrambied): statifo in | MANABINER OF EXPLOSIVES | | Revised October 2011. |
| | Federal Explosives License (| FEL) Customer Service Infor | netion | |
| Federal Explosives Licensing Center (FELC) | Toff-thee Telephone Number: | (877) 283-3352 | | |
| 144 Needy Road | Fax Number: | (304) 616-4401 | ATF Homepage: | HANN'RIT'BOA |
| Martinsburg. WV 25405-9431 | E-mail; FELC@atf.gov | (, | | |
| Thomas and delimine to a Primo per pression of | | . 4 | | |
| Thunge of Address (27 CFR 555.54(a)(1)), Licen | sees or permutaes may during the t | enn of their current license or p | ermit remove their b | ulsiness or operations to a |
| ow location at which they intend regularly to carry mainess or operations upt less than 10 days prior to | such removal with the Chief Feder | o noonsee or permittee is required for the | ed to give notification | m of the new location of the |
| cinalitade of the femil of the prightal licelise of Derin | u. (The Chief FREC, shoil if the | licongee or narmittee is not a | ne incense or pen | the will be volid for the |
| r permit to the Director of Industry Operations | for derial in accordance with § 5 | 55.54.) | aucij r.caut 110.1 | erfrese ter mustinen übelige |
| | | · | | |
| tight of Succession (27 CFR 535.59). (a) Certai | n persons other than the licensee | ir permittee may secure the rig | hi to carry on the a | anno explosive materials |
| usiness or operations at the same address shown o | u, and for the remainder of the ter | nn oi, a current license or pern | iit. Such persons a | re: (1) The surviving spouse |

or 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 benefit of oreditors. (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 permit 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 carry on the business or operations,

(Continued on reverse side)

Federal Explosives License/Permit (FEL) Information Gard License/Permit Name: ZAMBELLLEREWORKS MANUFACTURING CO

Business Name: ZAMBELLI FIREWORKS INTERNATIONALE

License/Permit Number: 8; E

License/Permit Type: 20-MANUFACTURER OF EXPLOSIVES

Expiration: February 1, 2021

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

6. Client References

955'!"

Miami Lakes

Growing Beautifully

CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for 2021-19 Town Fireworks Display

The above referenced contractor has submitted a response to a solicitation that has been Issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: Town of Lauderdale-By-The-Sea

Name of Project: Public Fireworks Display 4th of July

Scope of Work: Provide public fireworks display Initial Value of Contract: \$160,000 Is contract still active? Yes

Final Contract Value: \$20,000 Was the work performed timely: Yes

Was the work performed to acceptable quality standards? Yes

Were the number of RFIs submitted reasonable for the scope of the project(s)? Yes

NumberofChangeOrders:0 Were any Contractor driven? No Would you enter into a contract with the Contractor in the future? Yes

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

The Town of LBTS has enjoyed a very positive working relationship with Zambelli since 2014.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: Town of Lauderdale-By-The-Sea

Name of Individual completing this form: Debbie Hime

Date: 3 / 3 0 / 2 1

Signature:

Title: Manager, Marketing Special Events

Telephone: 954-640-4205 Email: debbieh@lbts-fl.gov

Sincerely,

Nathalie Garcia Procurement

Manager



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for 2021-19 Town Fireworks Display

The above referenced contractor has submitted a response to a solicitation that has been... issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you

| providing the information requested below as well as any other information your feel is pertinent: |
|---|
| CITY OF BOCA RATON |
| Name of Public Entity: |
| Name of Project: 4TH OF JULY/TREE LIGHTING/BOAT PARADE |
| Scope of Work: FIREWORK DISPLAYS |
| Initial Value of Contract: $\frac{47,500}{47,500}$ Is contract still active? $\boxed{\mathbb{X}}$ Yes $\boxed{\hspace{1em}}$ No Final Contract Value: $\frac{47,500}{47,500}$ |
| Was the work performed timely: 💢 Yes 🔲 No |
| Was the work performed to acceptable quality standards? 🛛 Yes 🗀 No |
| Were the number of RFIs submitted reasonable for the scope of the project(s)? 🔀 Yes 🔲 No |
| Number of Change Orders: 0 Were any Contractor driven? N/A Yes No |
| Would you enter into a contract with the Contractor in the future? X Yes No |
| If no to any of the above please provide details below. Provide any other comment you feel appropriate. |
| Thank you for your assistance in helping us in evaluating our bid solicitation. Name of Owner: |
| Name of Individual completing this form: MONIKA AMAR Date: 3/30/2021 |
| Signature: |
| Telephone: 561-367-7073 E-mail: MAMAR@MYBOCA.US |
| Sincerely, |
| Nathalle Garcia |

Procurement Manager



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for 2021-19 Town Fireworks Display

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent.

| pertinent: |
|---|
| Name of Public Entity: Why of Tamourac |
| Name of Project: City of Tamarac Annual 4th of July Display |
| scope of work: Aerial Fireworks Display |
| initial Value of Contract: \$ 20,000 Is contract still active? Yes No |
| Final Contract Value: \$ 26,000 |
| Was the work performed timely: Yes No |
| Was the work performed to acceptable quality standards? Ves No |
| Were the number of RFIs submitted reasonable for the scope of the project(s)? Yes No |
| Number of Change Orders: Were any Contractor driven? Yes Wo |
| Would you enter into a contract with the Contractor in the future? Ves 🗌 No |
| If no to any of the above please provide details below. Provide any other comment you feel appropriate. |
| |
| |
| Thank you for your assistance in helping us in evaluating our bid solicitation. |
| Name of Owner: City of Tamarac |
| Name of individual completing this form: Melissa Petron Date: |
| Signature: Molian letian Title: Special Events Condinator |
| Telephone: 950-591-3629 E-mall: Melissa. potron & tamarac. org |
| Sincerely, |
| Nathalle García |
| Procurement Manager |

7. Price Proposal Form and FireworksDisplay Outline



Video Example

The video used as an example of your display is from Aventura 2012. It is a display of similar value and duration. The actual video however has been edited to approximately ten minutes even though the display was over twenty minutes in length. The only other difference is that Aventura fires six inch shells and your display has many more three inch shells.

The point is that stylistically, these two shows are very similar and have very comparable finales.

Sincerely, Tony Sawdey (Project Manager)

8. Forms

ANTI-KICKBACK AFFIDAVIT

| STATE OF FLORIDA } | |
|--|---|
| } SS: COUNTY OF አማለል የአማር ያ Palm Beach | |
| I, the undersigned, hereby duly sworn, depose | and say that no portion of the sum herein |
| bid will be paid to any employees of the Town | of Miami Lakes, its elected officials, and |
| or its design consultants, as a comm | mission, kickback, reward or gift, directly or |
| indirectly by me or any member of my firm or by an off | icer of the corporation. |
| By: | You how Hones |
| BEFORE ME, the undersigned authority, person known and known by me to be the person describe Affidavit and acknowledged to and before me that $\frac{1}{2}$ | d herein and who executed the foregoing |
| Affidavit for the purpose therein expressed. | |
| WITNESS, my hand and official seal this 31 da My Commission Expires: 08-02-2072 My Commission Expires: 08-02-2072 | Danielle Fredrickson Commission # G6208946 Euglies: August 2, 2022 Bonded thru Asron Notery |

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

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

1,

| | his sworn statement is submitted to the Town of Mlami Lakes | |
|-----------------------|---|--------------------|
| bν | Tony Sawdey Project Manager | |
| | [print individual's name and title] | |
| for_ | Zambelli Fireworks Mfg Co. | |
| | [print name of entity submitting sworn statement] | |
| who | e business address is | |
| | Professional Fireworks Displays | |
| | f applicable) its Federal Employer Identification Number (FEIN) is 25-1092931 | |
| (is cr | entity has no FEIN, include the Social Security Number of the individual | |
| signi | g this sworn statement:) | |
| mea trans state | understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Sas violation of any state or federal law by a person with respect to and directly related action of business with any public entity or with an agency or political subdivision of an or the United States, including, but not limited to, any bid or contract for goods and sereptided to any public entity or an agency or political subdivision of any other state or | d to y c vic |

- utes, o the other es to dided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A predecessor or successor of a person convicted of a public entity crime; or
 - An entity under the control of any natural person who is active in the b. management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
- 6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND <u>THAT</u> I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared <u>Tony Sawdey</u> to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that <u>Tony Sawdey</u> executed said Affidavit for the purpose therein expressed.

-WITNESS, my-hand and official seal this 31^{5t} day of MayCD _____ 202

mmission Expires 08/02/2022

ry Public State of Florida at Large

Danielle Fredrickson
Commission # GG208940
Expires: August 2, 2022
Bonded thru Aeron Notary

NON-COLLUSIVE AFFIDAVIT

| State of Florida } | | |
|--|--|--|
| } SS: | | • |
| County of Palm Beach } | | |
| Tony Sawdey | being first duly sworn, depos | es and says that: |
| or Agent) of Zambelli Firew attached Proposal; b) He/she is fully informed pertinent circumstances res c) Such Proposal is genuing d) Neither the said Bidder or parties in interest, including directly or indirectly, with a connection with the Work proposing in connection wit to fix the price or prices in the said Bidder or parties are | Manager Vorks Mfg. Co. respecting the preparation and copecting such Proposal; e and is not collusive or a sham Proportion of its officers, partners, over the safflant, have in any way any other Bidder, firm, or person the other bidder, for which the attached Proposal h such work; or have in any mannatice attached Proposal or of any other structures. | , (Owner, Partner, Officer, Representative the Bidder that has submitted the ontents of the attached Proposal and of all |
| any collusion, conspiracy, co person interested in the pro e)Price or prices quoted in collusion, conspiracy, conniv | onnivance, or unlawful agreement posed work; the attached Proposal are fair | any advantage against (Recipient), or any and proper and are not tainted by any the part of the Bidder or any other of its |
| Signed, sealed and delivered in t | he presence of: By: 1 cm | thur Him thur |
| Light of the of the | Tony Sauday | 000 |
| Mitches | Tony Sawdey (Printed N | amal |
| V/1/253 | (Printed N | ame) |
| ^ • | Project | Manager |
| | (T | itle) |
| known by me to be the per- | son described herein and who | ed <u>Tony Sawdey</u> to me well known and executed the foregoing Affidavit and executed said Affidavit for the purpose |
| WITNESS, my hand and o | official seal this 315 day of MQI | rch_2021. |
| My Commission Expires: OB-U | 12-2022 | |

Notary Public State of Florida at Large

Danielie Fredrickson Commission & GG208946 Expires: August 2, 2022 Bonded Gru Asron Notary

CONFLICT OF INTEREST AFFIDAVIT

| State of Florida } | |
|--|--|
| } SS: County of Palm Beach | |
| Tony Sawdey being | first duly sworn, deposes and says that he/she is the (Owner, |
| Partner, Officer, Representative or Agent) | of Zambelli Fireworks Mfg. Co. , the Proposer that has |
| submitted the attached Proposal and certi | fies the following; |
| the Town has a financial interest direct under or through the award of a controfficial (including Town committee me employee or elected or appointed official Proposer, and further, that no such Town or child of any of them, alone or in cominterest means direct or indirect owner Proposer. Any contract award containing the Town Council. Further, Proposer violates or is a party to a violation of the Dade County Code Section 2-11.1, as ag Stat., the Code of Ethics for Public Off furnishing the goods or services for which submitting any future bids or proposals therein, includes any person or entity materials. | osal that no elected official, committee member, or employee of ly or indirectly in this Proposal or any compensation to be paid act, and that no Town employee, nor any elected or appointed mbers) of the Town, nor any spouse, parent or child of such all of the Town, may be a partner, officer, director or employee of a employee or elected or appointed officer, or the spouse, parent bination, may have a material interest in the Proposer. Material ship of more than 5% of the total assets or capital stock of the gran exception to these restrictions must be expressly approved recognizes that with respect to this solicitation, if any Proposer ethics ordinances or rules of the Town, the provisions of Miamipplicable to Town, or the provisions of Chapter 112, part III, Fla. Ficers and Employees, such Proposer may be disqualified from the Proposal is submitted and may be further disqualified from for goods or services to the Town. The terms "Proposer" as used king a bid or proposal to the Town to provide goods or services. |
| | nnivance, or unlawful agreement on the part of the Proposer or owners, employees or parties in interest, including this affiant. |
| Signed, sealed and delivered in the present | ce of: |
| witness Witness | Tony Sawdey (Printed Name) |
| vi (ness | Project Manager |
| · · | (Title) |
| | rsonally appeared <u>Tony Sawdey</u> to me well known and known and who executed the foregoing Affidavit and acknowledged to executed said Affidavit for the purpose therein expressed. this 312 day of <u>MARCH</u> , <u>2021</u> . |
| Abrelle Freducar | |
| Notary Public State of Florida at Large | Form COI |



PUBLIC RELATIONS AFFIDAVIT

| Bidder's N | lame: Zambelli Firew | orks Mfg Co. | Solicitation No.: RFP No. 2021-19 |
|------------|--|---------------------------------------|--|
| | | | any personal or business relationship or past sted representative of the Town. |
| Proposer : | shall disclose to the To | own: | |
| a) | Any direct or indirect representative of the | et personal interest Town. None | s in a vendor held by any employee or elected |
| | Last name | First name | Relationship |
| | Last name | First name | Relationship |
| | Last name | First name | Relationship |
| b) | Any family relationsh None | ips with any employ | /ee or elected representative of the Town. |
| | last same | | |
| | Last name | First name | Relationship Relationship |
| | Juny the | wel | 3/31/2021 |
| | Authorized Signatur | 0 | Date: |
| | Tony Sawdey | | Project Manager |
| | Print Name | | Title: |

COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statues, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement 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 TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

| Company Name: Zambelli Fireworks Mfg Co. | - Address - A |
|--|-----------------|
| Authorized representative (print): Tony Sawdey | |
| Authorized representative (signature): Tiny hour | Date: 3/31/2021 |
| 1 m Jawas | |

CONTRACT EXECUTION FORM

| This Contract made this day of | in the year in an amount not |
|--|--|
| to exceed \$ by and between | the Town of Miami Lakes, Florida, hereinafter |
| called the "Town," and Zambelli Fireworks Mfg. C | o, hereinafter called the "Contractor." |
| IN WITNESS WHEREOF, the parties have first above written. | executed this Agreement as of the day and year |
| Attest: | TOWN OF MIAMI LAKES |
| Ву: | Ву: |
| Gina Inguanzo, Town Clerk | Edward Pidermann, Town Manager |
| Legal Sufficiency: | |
| By: Raul Gastesi, Town Attorney | Date: |
| Signed, sealed and witnessed in the presence of: | CONTRACTOR |
| | Zambelli Fireworks Mfg Co. |
| | (Contractor's Name) |
| By: A Multichicar | By: Teny Muro Hung May Name: Tony Sawdey |
| | Title:_ Project Manager |
| | Date: 03/31/2021 |
| (*) In the event that the Contractor is a corpor- corporate resolution in the form contained in t | ation, there shall be attached the original of the his Section, of the board of the corporation, |

authorizing the officer who signs the Contract to do so in its behalf.



ADDENDUM ACKNOWLEDGEMENT FORM

| | Solicitation No.: | RFP No. 2021-19 | |
|-----------------|------------------------------------|--|-----|
| | | | |
| Listed below | are the dates of issue for each Ad | dendum received in connection with this Solicitation | on: |
| | Addendum No1 | , Dated 3/9/21 | |
| | Addendum No. 2 | , Dated <u>3/30/21</u> | |
| | Addendum No | , Dated | |
| | Addendum No | , Dated | |
| | Addendum No | , Dated | |
| | Addendum No | , Dated | |
| | Addendum No | , Dated | |
| | Addendum No | , Dated | |
| | Addendum No | , Dated | |
| | Addendum No | , Dated | |
| | □ No Addendum | issued for this Solicitation | |
| Firm's Name: _ | Zambelli Fireworks Mfg Co. | | |
| Authorized Rep | resentative's Name:Tony Sawo | dey | |
| Title: Projec | et Manager | , | |
| Authorized Sign | ature: Time taw | 1 / Times stawy | |



RFP 2021-19

Town Fireworks Display

Addendum #1

Due Date: 11:00AM, April 2, 2021

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. <u>Underlined</u> word(s) indicate additions. Deletions are indicated by strikethrough.

Clarification:

1. This addendum is issued, in part, to provide maps for the locations proposed in the solicitation, attached hereto and provided as Attachment A.

Questions:

1. Is the vendor responsible for any permit fees and/or Fire Safety Officer Standby Fees that may be required by County Fire?

Response: Yes.

2. Are there any Town event permits that need to be filed?

Response: No.

3. Is a Town business license required prior to starting work in or for the Town?

Response: No.

Acknowledgement:

Name of Signatory

Title

Date

Signature

belli F

Date Posted: Merch 9, 2021



RFP 2021-19 Town Fireworks Display

Addendum #2

Due Date: 11:00AM, April 2, 2021

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. <u>Underlined</u> word(s) indicate additions. Deletions are indicated by strikethrough.

Questions:

1. Is the Town more inclined to provide two (2) 15-minute-long shows than one (1) 25-minute-long show?

Response: For this year, the Town is looking to provide two (2) 15-minute-long shows due to Covid-19, so Option A in Form PP – Price Proposal will be used in the Price Evaluation. Option B pricing will be considered in later years if/when the Town will be able to go back to providing one (1) 25-minute-long show.

| Acknowledgement: | |
|-------------------|-----------------------------|
| Tony Sawdey | Tim the Him hum |
| Name of Signatory | Signature |
| Project Manager | Zambelli Fireworks Mfg. Co. |
| Title | Name of Bidder |
| 3/31/2021 | |
| Date | |

Date Posted: Merch 30, 2021



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation ZAMBELLI FIREWORKS MANUFACTURING CO.

Filing Information

Document Number

F94000001031

FEI/EIN Number

25-1092931

Date Filed

03/02/1994

State

PA

Status

ACTIVE

Last Event

REINSTATEMENT

Event Date Filed

09/27/2010

Principal Address

1060 HOLLAND DRIVE BOCA RATON, FL 33432

Changed: 04/04/2019

Mailing Address

120 Marshall Drive Warrendale, PA 15086

Changed: 04/22/2019

Registered Agent Name & Address

Meyer, Edward J 1 W. CAMINO REAL BOCA RATON, FL 33487

Name Changed: 06/10/2014

Address Changed: 02/01/2008

Officer/Director Detail
Name & Address

Title SEC

HALLER, ROBERT 20 S. MERCER ST NEW CASTLE, PA 16101

Title Treasurer

McKnight, Robert Gary 519 Jennifer Drive Glbsonia, PA 15044

Title President

Meyer, Edward J 1060 HOLLAND DRIVE BOCA RATON, FL 33432

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2018 | 03/19/2018 |
| 2019 | 04/22/2019 |
| 2020 | 02/26/2020 |

Document Images

| 02/28/2020 ANNUAL REPORT | View linage in PDF format |
|----------------------------|----------------------------|
| 04/22/2019 ANNUAL REPORT | View Image In PDF format |
| 03/19/2018 ANNUAL REPORT | View image in PDF format |
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| 09/27/2010 REINSTATEMENT | View Image in IPDF format |
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| 05/01/1996 ANNUAL REPORT | View image in PDF format |
| 05/01/1995 ANNUAL REPORT | View image in PDF format |

Florida Department of State, Division of Corporations

E1.02. Price Component of the RFP



RFP 2021-19 Price Proposal Town Fireworks Display Form PP

The Proposer declares that it has fully reviewed the requirements of the RFP and informed itself fully of the Scope of Work and all other conditions and circumstances pertaining to the work to be performed; and that this Proposal is submitted voluntarily and willingly.

The Proposer had determined based on its business and professional expertise that it can perform the work in accordance with the requirements of the RFP and the Contract.

The Proposer agrees, if its Proposal is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the RFP and the Agreement attached thereto, at the prices and rates listed below.

The prices stated below include <u>all</u> costs to complete the Services requested under the RFP and Contract. Lump-sum price to include furnishing all labor, supervision, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary to provide two (2) 15-minute-long professional Fireworks display show:

Option A pricing will be used in the Price Evaluation

A. Two (2) 15-minute-long shows; \$ 40,000 Amount from above line written in words: Forty Thousand Dollars and zero cents Optional B pricing will not to be considered in Price Evaluation B. One (1) 25-minute-long show; \$ 30,000 Amount from above line written in words: Thirty Thousand Dollars and zero cents

By signing below Proposer certifies that the information contained in its Price Proposal includes all costs for the Project. The Town at its sole discretion may negotiation with the elements of the Fee with the Proposer.

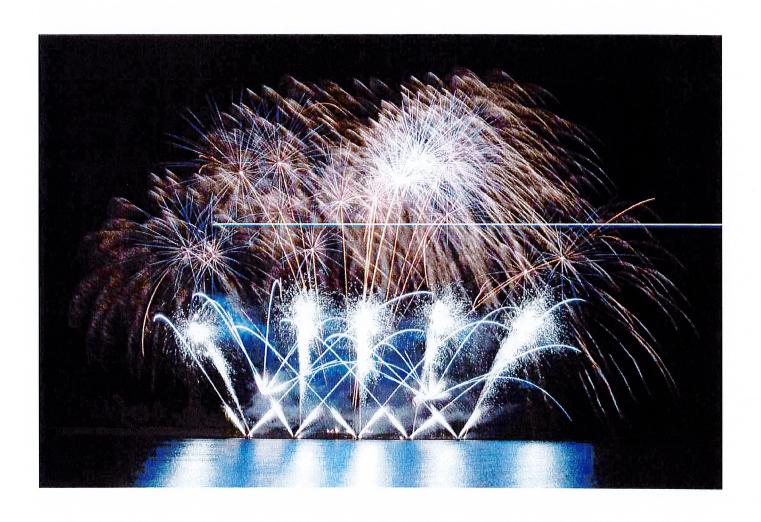
Page 1 of 2



| Zambelli Fireworks Mfg. Co. | |
|---------------------------------|-----------------|
| Proposer's Name | |
| By: Ton thus | 3/31/2021 |
| Signature of Authorized Officer | Date |
| Tony Sawdey | Project Manager |
| Printed Name | Title |



Miami Lakes Fireworks Proposal RFP No. 2021-19 Town Fireworks Display



Zambelli Fireworks Boca Raton, Florida Tony Sawdey- Project Manager 218-820-2372



FIREWORKS PROPOSAL

Miami Lakes

Show Date: July 4th; 2021, 2022, & 2023 (with two renewable option years)

Budget and Duration: Option #1- 2, 15 minute displays \$40,000 (\$20,000 each)

Option #2- 1, 25 minute display \$30,000...

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.

Permits: Zambelli Fireworks will work with the local Fire, Police and the environmental groups to secure all needed security and safety plans.

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

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of Florida.

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

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

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



Option #1 (2- 15 minute displays)

Shell Quantities and Descriptions (each display)

OPENING:

- 10 Three Inch Titanium Salutes with tails (some noise to get things going)
- 30 Three Inch Assorted Colors and Designs Shells
- 6 Four Inch Assorted Colors and Designs Shells

Total Aerial shells: 46

BODY OF PROGRAM:

- 172 Three Inch Assorted Colors, Patterns and Special Design Shells with tails
- 72 Four Inch Assorted Colors and Designs Shells
- 48 Five Inch Assorted Colors and Designs Shells

Total Aerial Shells: 292

GRAND FINALE:

- 50 Three Inch Titanium Salutes with Silver Tails (loud, thundering booms)
- 270 Three Inch Assorted Finale Shells
- 54 Four Inch Assorted Finale Shells

Total Aerial Shells: 374

MULTI SHOT BARRAGE CAKES:

- 6 100 shot cakes
- 2 400 shot V cakes

Total multi shot devices: 1400

TOTAL DURATION: 15 minutes TOTAL SHELLS: 2,112



Option #2 (1- 25 minute display)

Shell Quantities and Descriptions

| 0 | D | C | A | П | N | G |
|---|---|---|----|---|----|----|
| u | _ | _ | IV | и | IN | U, |

- 10 Three Inch Titanium Salutes with tails (some noise to get things going)
- 50 Three Inch Assorted Colors and Designs Shells
- 12 Four Inch Assorted Colors and Designs Shells

Total Aerial shells: 72

BODY OF PROGRAM:

- 300 Three Inch Assorted Colors, Patterns and Special Design Shells with tails
- 216 Four Inch Assorted Colors and Designs Shells
- 132 Five Inch Assorted Colors and Designs Shells

Total Aerial Shells: 648

GRAND FINALE:

- 50 Three Inch Titanium Salutes with Silver Tails (loud, thundering booms)
- 430 Three Inch Assorted Finale Shells
- 108 Four Inch Assorted Finale Shells

Total Aerial Shells: 588

MULTI SHOT BARRAGE CAKES:

- 6 100 shot cakes
- 2 400 shot V cakes

Total multi shot devices: 1400

TOTAL DURATION: 25 minutes

TOTAL SHELLS: 2,708



Proposed Show Segments

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention..."The show has just begun!" The opening barrage for the display will certainly impress as multiple shots of comet tails and aerial effects will fill the night's air. As the opening barrage grows, the intensity of colors and sound will permeate the skies. **20 seconds.**

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and spacing the perfect effects with one another and building themes throughout the show. Some fireworks are designed to have extreme intensity while others are designed to slow the pace down with slower, softer effects. The design team hand picks every product used to ensure there are nearly no duplicates of tableaus throughout the program. The audience will enjoy a fully designed display. The intensity will continue to grow until.... **23-24 Minutes.**

...the **GRAND FINALE**: and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the biggest and best Finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired with multiple products and effects to cover every inch of sky. **60 seconds**.



Statement of Approach

Zambelli Fireworks believes in creating a simple, turnkey event for our clients. Our approach is to take on the front-end and day-of-event work to provide a great service with little to no hassle for our clients. Our knowledge of the display site and familiarity of the logistics makes us the best candidate for the job. Lastly, our dedication to the ultimate in customer service and creativity is key to the success of our company.

History:

Zambelli Fireworks traces its US pyrotechnics roots back to 1893 when Antonio Zambelli founded a fireworks manufacturing company in New Castle, PA. The company quickly grew and also became a display fireworks company.

In 1960 the company incorporated in the state of Pennsylvania and grew exponentially over the past 50 years. In 2019 Zambelli Fireworks displayed over 2,000 displays in 38 states and internationally. Company Chairman George Zambelli Jr. and President/CEO Ed Meyer have been actively growing the organization.

Zambelli Fireworks has opened six more regional offices for a total of twelve offices around the US. A new Director of Design/Choreography was recently hired to oversee new products, inventory, show design, and choreography. More project managers have also been hired to work closely with clients to make sure all details are attended to every display.

Today Zambelli Fireworks employs nearly 50 full-time employees and thousands of licensed pyro-technicians. Longevity in the fireworks industry doesn't make good shows. Talented individuals make good shows. Zambelli Fireworks is dedicated to having the best individuals in the industry on-board in order to create the best fireworks displays in the industry.



Equipment:

Zambelli Fireworks works year-around to ensure all equipment is both up to Federal Codes and safe to use. A huge part of our core company belief is safety for technicians and the area surrounding the display sites. The use of state-of-the-art electrical firing units provides peace of mind that the display will fire safely and accurately.

Training:

All technicians that work for Zambelli Fireworks must pass both a written and hand's on test. No lead technicians are ever assigned to a display unless they have significant pyrotechnics experience. All State License requirements are enforced.

Products (Fireworks):

Product Guarantees. In our experience some fireworks companies tend to "over-promise" in a proposal and then under-deliver on show day. We encourage all of our clients to understand exactly what they are promised and exactly what they receive on show day. We offer openly an audit of both quantity and quality of our products and equipment.

The quality of Zambelli Fireworks products are the key element of our success. Each type of pyrotechnics is test-fired for results, inspected for problems, federally approved and used exclusively.

Many companies in the fireworks industry buy cheap lines of pyrotechnics in order to put more quantity in a display. Although this might impress on paper, the real test is the actual display. Zambelli aggressively prices displays to put the maximum amount of quantity in a show but never to sacrifice the quality of a shell. All shells will be special effects that will have colored tails, multi-color changing effects, designs or patterns, or other special effects.



Zambelli Fireworks Team

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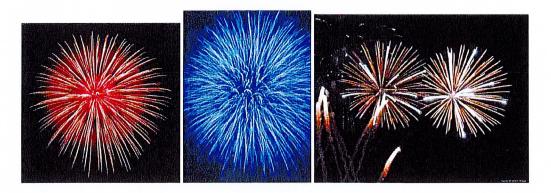
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Chrysanthemums



<u>Description:</u> Typically a spherical break of colored stars that leave a trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

3" - 5" Shells Body

Red Chrys
Green Chrys
Yellow Chrys
Blooming Silvery Chrys
Blue Chrys
Red, White and Blue Chrys
Green to Purple Chrys
Varied Colorful Flowers
Multi-Color Chrys
Golden Chrys w/rising tails
Silver to Purple Chrys
Glittering Silver to Red Chrys
Purple Chrys with White Pistil
Red Chrys with white Pistil
Gold Wave to Red/Blue Chrys

Red to Blue Chyrs.
Silver to Green Chyrs.
Gold Chrys. w/ rising tails
Glitter Silver to Red Chrys
White Twinkling Chrys.
Spangle Chrys. w/rising tails
Orange Chrys. w/rising tails
Purple Chrys
Yellow Chrys
Silver Chrys w/rising tails
Silver to Green Chrys
Variegated Rainbow Chrys
Green Chrys with Green Pisitl
Silver and Gold Chrys
Multi-Color Chrys to Popping Flowers



Peonies



<u>Description:</u> Typically a spherical break of colored stars that leave no trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

3" - 5" Shells Body

White Peony Silver Wave to Purple Peony Yellow Peony Purple Peony w/Gold Palm Variegated Peony (rainbow) Red, White and Blue Peony Silver to Red Peony Orange Peony Silver Wave to Blue Peony Red to Silver Peony Golden Peony Red and Green Peony Color Changing Peony Popping Peony (Red) Half Blue Half Red Peony Half Green Half White Peony Pink Peony Green to Silver to Blue Peony Blue Peony w/Blue Palm Tree. Multi-Colored Peony Green Peony w/Gold Palm Tree Red to Blue Peony White Peony w/Blue Pistil Glittering Peony Silver to Blue Peony Half Green Half White Peony Silver Wave to Purple Peony Green to Purple Peony Blue Peony w/titanium reports Blue to Silver Peony Sparkling Peony w/Pistil Popping Peony (White) Half White Half Red Peony Golden Waves to Purple Peony **Brilliant Orange Peony** Red to White to Blue Peony



Crossettes







<u>Description:</u> A crossette is a unique shell that breaks into 6 or 8 arms. Then, after some delay, those arms again break into multiple arms criss-crossing each other in a grid-like fashion throughout the sky. Larger caliber shells may even have a third break in all of the arms.

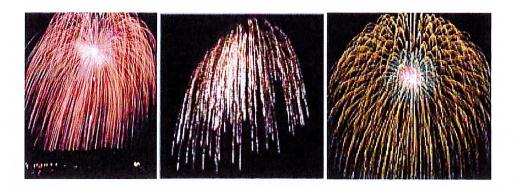
3" - 5" Shells Body

Blue Crossettes
Red to Blue Crossettes
Variegated Rainbow Crossettes
Crackling Crossettes
Red to Green Crossettes
Green to Purple Crossettes
Red Crossette Palm Tree
White Flitter Crossettes

Green to Blue Crossettes
Silver Crossettes
Purple and White Crossettes
Gold Crossettes w/rising tails
Green Crossette w/green Tails
Rainbow Crossettes w/red Tails
Blue Crossette Palm Tree
Silver Crossettes



Duration/Lingering Effects (Willows, Brocades, Kamuros)



<u>Description:</u> A Long Duration/Lingering Effect is like a Chrysanthemum but burns slowly to the ground leaving a trail of aerial spark dust. These shells are many times gold or silver with various color tips, color changing, or have various colored centers. Zambelli uses many long duration effects at the end of finales to create a sky of gold or silver.

3" - 5" Shells Body

Twilight Glitter w/Purple
Brocade Crowns
Brocade Crown to Purple
Variegated Falling Leaves
Long Duration Kamuro
Pixie Dust Willows
White Poca Shells

Twilight Glitter w/Red Long Duration Red Falling Leaves Brocade Crown to Red Purple Falling Leaves Super Brocade Crowns Ultra-Long Duration Gold Kamuro Gold Poca Shells



Dahlias







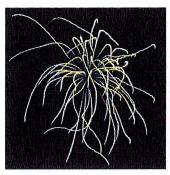
<u>Description:</u> A Dahlia shell is like a peony but uses dramatically larger and fewer stars to create brighter, wider trails of sparks through the air. They are typically very bold, defined colors used to mix up the pace of a show. They many times are also used in finales.

3" - 5" Shells Body

Assorted Color Dahlia Green Dahlia w/Pistil Yellow Dahlia w/Pistil Pink Dahlia Gold Strobe Dahlia Red Strobe Dahlia Variegated Dalia Purple and Red Dahlia Blue Dahlias w/Pistil
Red Dahlia w/Pisitl
Red and Blue Dahlia
Silver Dahlia
Blue Strobe Dahlia
Purple Strobe Dahlia
White Dahlie w/Purple Tips
White Dahlia w/Red Tips



Specialty Shells







<u>Description:</u> There's a variety of specialty, premium shells that include horsetail willows, scattering stars, bees, falling leaves, Palm Trees and other unique designs and effects.

Body

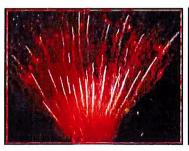
3" - 5" Shells Body

Silver Bees
Horsetails
Large Silver Whirls (Serpents)
Trees of Many Colors
Peacock Feathers
Thousands of Gold Waves
Peacock Tails
Silver and Purple Strobes
Treasure Chests
Green Magnesium to Fast Strobe
Multi-Color Shell of Shells
Pink Blinker Shells (Spanish)
White Lightning Shells (Spanish)

Blue Bees
Aluminum King Shells
Blue and Red Spiders
Kaleidoscopes
Gold Sparkling Kamikazes
Thousands of Red Waves
Red, White, Blue Dragon Eggs
Popping Flowers
Red Shell of Shells
Green Shell of Shells
Tourbillion and Multi-Color
White Blinker Shells (Spanish)
Red Hearts with Farfellas (Spanish)



Multi-Shot Devices







<u>Description:</u> Multi-shot devices are designed to significantly enhance fireworks displays by adding hundreds of rapid-fire shots of various effects. They are mainly used to create tableaus in tandem with aerial shells breaking around the multi-shot devices.

100 Shot Popping Flowers

100 Shot Red Crossettes

49 Shot Super Brocades

49 Shot Gold Kamuros

49 Shot Crackling Palms

36 Shot Red and Blue Dahlias

36 Shot Gold Flitter

36 Shot Fan Sino Candles

408 Shot V Shape Rapids

300 Shot Grand Finales Comets

100 Shot Variegated Dahlias

100 Shot Crackling Crossettes

49 Shot Colorful Salutes

49 Shot Orange and Yellow Peacock

49 Shot Red to Silver Fish

36 Shot Purple-Aqua-Yellow-Orange

36 Shot Golden Strobes

36 Shot Colorful Falling Leaves

408 Shot Zipper Colors

250 Green to Whistles



Display Price Adjustments

Circumstances as described in section 3.7

- Shells not used because they are defective will be catalogued, packaged, and returned for disposal. There will be a price adjustment if the number of shells exceeds 3%
- Zambelli has a proven track record for delivering shows on time. We stand behind that and will provide the Town with a 10% discount if we are delayed 10 minutes or more for reasons within our control.
- The concept of dead air is not part of our show design. Unfortunately fireworks can sometimes be unpredictable and our technicians are trained to stop the display if a safety problem arises. With those instances there will be a pause until the technician deems the show can safely be concluded. There will be no price adjustment for such occasions.
- If the show cannot be shot because of weather and the AHJ along with the technician decides it must be cancelled. The Town will be ask to reimburse Zambelli for an itemized list of expenses incurred to date, and Zambelli will work with the Town to re-schedule.