

RESOLUTION NO. 16-1367

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE AWARD OF RFP 2016-21, TOWN FIREWORKS DISPLAY TO ZAMBELLI FIREWORKS MANUFACTURING COMPANY, INC. IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS PER FISCAL YEAR; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") issued Request for Proposals ("RFP") No. 2016-21 on January 7, 2016, to contract with a qualified and experienced company for the Town's Annual Fourth of July Concert and Fireworks Show; and

WHEREAS, the work includes all labor, supervision, materials, machinery, tools means of transportation, supplies, equipment and services necessary to provide a 25-minute long professional fireworks display; and

WHEREAS, one firm, Zambelli Fireworks Manufacturing Company, Inc. ("Zambelli"), submitted a responsive proposal by the published RFP deadline; and

WHEREAS, an Evaluation Committee comprised of Town staff reviewed the submittal in accordance with the criteria stated in the solicitation and recommended award to Zambelli; and

WHEREAS, the Town Manager in concurrence with the Evaluation Committee recommends Award of Contract RFP 2016-21 to Zambelli; and

WHEREAS, the annual fireworks display price is \$25,000 in accordance with budgeted funds for an initial three-year contract period with two twelve-month options to renew; and

WHEREAS, the Town Council approves the recommendation of the Town Manager and authorizes the Town Manager to enter into contract with Zambelli for award of RFP 2016-21 Town Fireworks Display.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the Contract. The Town Council hereby approves the award of RFP 2016-21 to Zambelli Fireworks Manufacturing Company, Inc. in the amount of \$125,000.00 in accordance with budgeted funds.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of Contract 2016-21 with Zambelli Fireworks Manufacturing Company, Inc. for Town Fireworks Display. The Town Manager is authorized to exercise contract options to renew.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds from the General Fund to implement the terms and conditions of Contract 2016-21.

Section 5. Execution of the Contract. The Town Manager is authorized to execute Contract 2016-21, in substantially the form attached hereto as Exhibit "A," with Zambelli Fireworks Manufacturing Company, Inc for the Town's Fireworks Display on behalf of the Town, and to execute any required agreements and/or documents to implement the terms and conditions of the contracts, subject to approval as to form and legality by the Town Attorney.

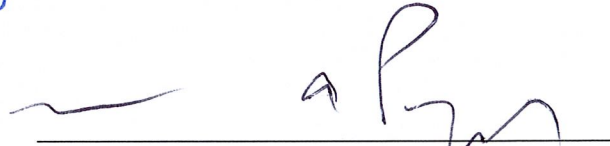
Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

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Passed and adopted this 5th day of April, 2016.

The foregoing resolution was offered by Mayor Pizzi who moved its adoption. The motion was seconded by Councilman Mestre and upon being put to a vote, the vote was as follows:

Mayor Michael A. Pizzi, Jr.	<u>yes</u>
Vice Mayor Tim Daubert	<u>absent</u>
Councilmember Manny Cid	<u>yes</u>
Councilmember Tony Lama	<u>yes</u>
Councilmember Ceasar Mestre	<u>yes</u>
Councilmember Frank Mingo	<u>yes</u>
Councilmember Nelson Rodriguez	<u>yes</u>




Michael A. Pizzi, Jr.
MAYOR

Attest:



Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:



Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT “A”



AGREEMENT
between
THE TOWN OF MIAMI LAKES
and
ZAMBELLI FIREWORKS MANUFACTURING COMPANY, INC.
for
RFP No. 2016-21 TOWN FIREWORKS DISPLAY

THIS AGREEMENT is made and entered into as of this 5th day of April, 2016 by and between Zambelli Fireworks Manufacturing Company, Inc., a Florida corporation with principal offices at 20 S Mercer Street, New Castle, PA 16101 (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, Miami Lakes, FL 33014 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, on January 7, 2016, the Town issued Request for Proposals ("RFP") 2016-21 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 2016-21" and which is attached hereto and incorporated herein as **Exhibit "A;"** and

WHEREAS, on February 3, 2016, the Contractor submitted a response to RFP 2016-21 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 2016-21 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 2016-21, 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 2016-21 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 2016-21 Section 6.5.
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. Alex Rey
Town Manager
Town of Miami Lakes

6601 Main Street
Miami Lakes, Florida 33014

With a copy to:
Christina Semeraro
Procurement Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

For Contractor:

Tony Sawdey, Project Manager
Zambelli Fireworks Manufacturing Company, Inc.
1 W Camino Real Blvd. Ste 100
Boca Raton, FL 33432
Phone: (561) 395-0955 Email: 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. The terms of this Agreement;
2. Last addendum issued
3. RFP Solicitation No. 2016-21
4. RFP Exhibits, Solicitation No. 2016-21
5. Contractor's Proposal, Solicitation No. 2016-21

[Remainder of page intentionally left blank]

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 Manufacturing Company, Inc., signing by and through its PROJECT MGR (title of individual) duly authorized to execute same.

WITNESS/ATTEST

Danielle Fredrickson
Signature

Zambelli Fireworks Manufacturing Company, Inc.

Tony Sawoy
Signature

Danielle Fredrickson, CSM

Print Name, Title

Tony Sawoy / Project Manager
Print Name, Title of Authorized Officer or Official

ATTEST:

Contractor Secretary

(Affirm Contractor Seal, if available)



ATTEST:

Gina Inguanzo
Gina Inguanzo, Town Clerk

Town of Miami Lakes, a municipal corporation of the State of Florida

Alex Rey
Alex Rey, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS

[Signature]
Town Attorney
Castesi + Associates, P.A.

Zambelli

FIREWORKS

Miami Lakes Fireworks Proposal

RFP No. 2016-21



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



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

RFP No. 2016-21

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
Project Manager
Zambelli Fireworks
1 West Camino Real Blvd.
Boca Raton, FL 33432
Office: (561) 395-0955

Boca Raton, FL
Raleigh, NC

Shafter, CA
Myrtle Beach, SC

PO Box 1463
New Castle, PA 16103
800-245-0397

Walkersville, MD
Denver, CO

Cincinnati, OH
Pequot Lakes, MN

www.zambellifireworks.com

Fireworks Display

Outline

Zambelli

FIREWORKS

FIREWORKS PROPOSAL

Miami Lakes

Show Date: July 4th; 2016, 2017, & 2018 (with two renewable option years)

All-inclusive Budget and Duration: \$25,000. 25 minutes.

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.

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Shell Quantities and Descriptions

OPENING:

- 20 Three Inch Titanium Salutes with tails (some noise to get things going)
- 40 Three Inch Assorted Colors and Designs Shells
- 18 Four Inch Assorted Colors and Designs Shells
- 10 Five Inch Assorted Colors and Designs Shells

Total Aerial shells: 88

BODY OF PROGRAM:

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

Total Aerial Shells: 690

GRAND FINALE:

- 60 Three Inch Titanium Salutes with Silver Tails (loud, thundering booms)
- 540 Three Inch Assorted Finale Shells
- 60 Four Inch Assorted Finale Shells
- 30 Five Inch Assorted Finale Shells

Total Aerial Shells: 690

MULTI SHOT BARRAGE CAKES:

- 6 100 shot cakes
- 2 400 shot V cakes

Total multi shot devices: 1400

TOTAL DURATION: 25 minutes

TOTAL SHELLS: 2,868

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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 tableaux 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.**

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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 2013 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.

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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

Zambelli Fireworks Team

Danielle Fredrickson

Office Manager/ Inside Sales/ Customer Service

Office: 561-395-0955

dfredrickson@zambellifireworks.com

Tony Sawdey

Project Manager/ Sales

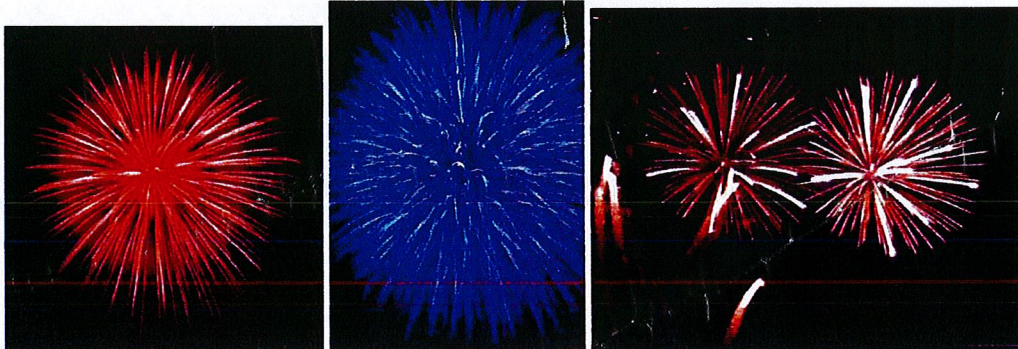
Cell: 218-820-2372

tsawdey@zambellifireworks.com

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Chrysanthemums



Description: 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 Pistil
Silver and Gold Chrys
Multi-Color Chrys to Popping Flowers

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Peonies



Description: 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

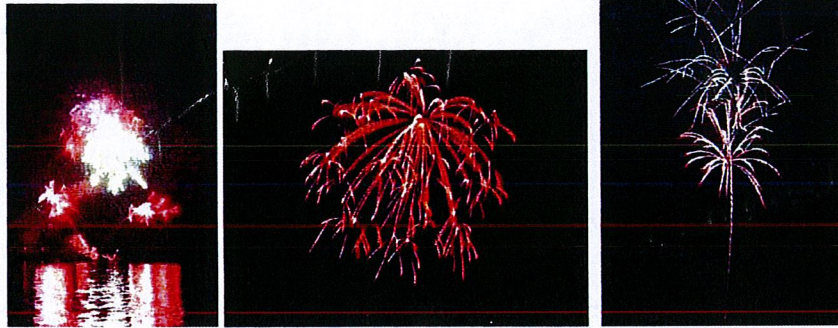
White Peony
Silver Wave to Purple Peony
Yellow Peony
Purple Peony w/Gold Palm
Variegated Peony (rainbow)
Red, White and Blue Peony
Silver to Red Peony
Orange Peony
Silver Wave to Blue Peony
Red to Silver Peony
Golden Peony
Red and Green Peony
Color Changing Peony
Popping Peony (Red)
Half Blue Half Red 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

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Crossettes



Description: 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

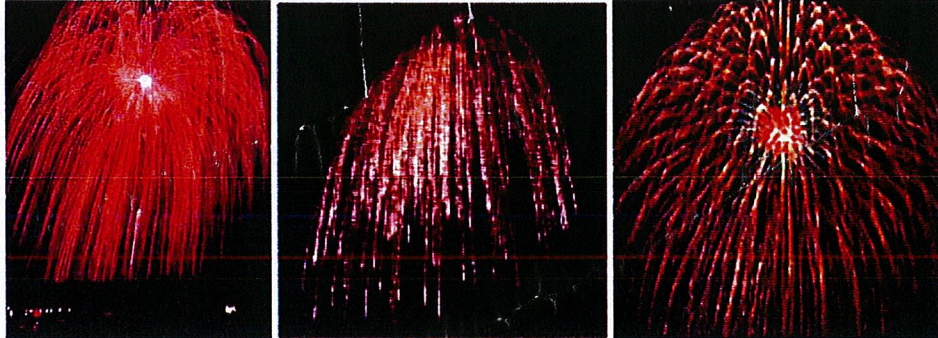
Blue Crossette Palm Tree

Silver Crossettes

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Duration/Lingering Effects (Willows, Brocades, Kamuros)



Description: 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

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Dahlias



Description: 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

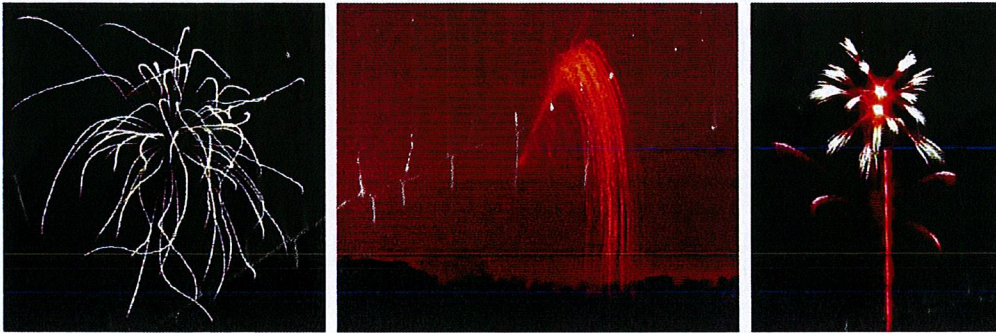
Assorted Color Dahlia
Green Dahlia w/Pistil
Yellow Dahlia w/Pistil
Pink Dahlia
Gold Strobe Dahlia
Red Strobe Dahlia
Variegated Dalia
Purple and Red Dahlia

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

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Specialty Shells



Description: 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

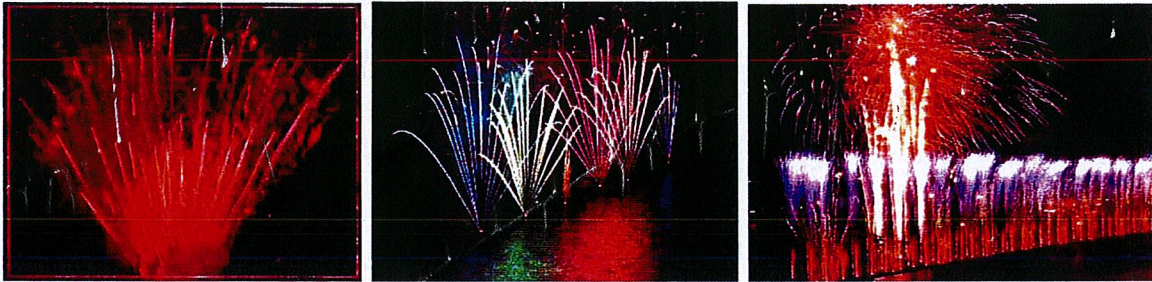
Silver Bees
Horsetails
Large Silver Whirls (Serpents)
Trees of Many Colors
Peacock Feathers
Thousands of Gold Waves
Peacock Tails
Silver and Purple Strobes
Treasure Chests
Green Magnesium to Fast Strobe
Multi-Color Shell of Shells
Pink Blinker Shells (Spanish)
White Lightning Shells (Spanish)

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)

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Multi-Shot Devices



Description: 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

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 V Shape Rapids

300 Shot Grand Finales Comets

408 Shot Zipper Colors

250 Green to Whistles



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

RFP No. 2016-21

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

- 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- James Auriemma, 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.
*Resumes included

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 (420 ft. Radius) will be maintained during display firing and until the field is cleared by the lead Technician to ensure safety of event goers.



RFP No. 2016-21

REFERENCES

Mr. Bob Sherman City of Aventura 19000 Country Club Drive Aventura, FL 33160 (305) 466-8930 shermanr@cityofaventura.com	July 4 th Fireworks - 2008 - Current Display Location: Turnberry Resort, 19999 W Country Club Dr., Aventura FL Contract Dates: Multi-Year 2011-Current
Ms. Andrea Ramos City of North Miami 776 NE 125 Street North Miami, FL 33161 (305) 502-3554 aramos@northmiamifl.gov	July 4 th Fireworks - 2010 - Current Display Location: FIU Kovens Center, 3000 NE 151 St., North Miami Contract Dates: 2011 - current
Mr. Ramiro Inguanzo Village of Bal Harbour 655 96 th Street Bal Harbour, FL 33154 (305) 450-7146 ringuanzo@balharbourfl.gov	July 4 th and New Years Eve Fireworks - 2011-Current Display Location: Bal Harbour Beach Jetty, Bal Harbour, FL 33154 Contract Dates: Renewed per Display

Zambelli

FIREWORKS

SOUTHEAST REGIONAL OFFICE

Tony Sawdey
Cell: 218-820-2372
tsawdey@zambellifireworks.com

1 W. Camino Real Blvd.
Boca Raton, Florida
Office: 561-395-0955

Attachment A

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 1% or 14 aerial shells.
- 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, there will be no charge to the Town and Zambelli will work with the Town to re-schedule.

Boca Raton, FL
Raleigh, NC

Shafter, CA
Myrtle Beach, SC

PO Box 1463
New Castle, PA 16103
800-245-0397

Walkersville, MD
Denver, CO

Cincinnati, OH
Pequot Lakes, MN

www.zambellifireworks.com



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)

Boca Raton, FL
Raleigh, NC

Shafter, CA
Myrtle Beach, SC

PO Box 1463
New Castle, PA 16103
800-245-0397

Walkersville, MD
Denver, CO

Cincinnati, OH
Pequot Lakes, MN

www.zambellifireworks.com

Price Proposal Form
&
Certificate of Authority

RFP 2016-21 TOWN FIREWORKS DISPLAY

PRICE PROPOSAL FORM

Proposer Name Zambelli Fireworks Mfg. Co.

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

Lump-sum price to include furnishing all labor, supervision, materials, machinery, tools, means of transportation, supplies, equipment and services necessary to provide a 25-minute long professional Fireworks display show:

\$ 25,000

Amount from above line written in words:

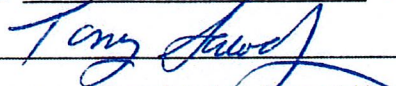
Twenty-five thousand dollars and zero cents

Detail the cost adjustments that would be made to the contracted price of the show to reflect the circumstances stated in Section 3.7:

Please see Attachment A

By signing below, Proposer certifies above Proposal Price and that a Fireworks Display Outline of the fireworks show Opening, Body and Grand Finale is attached which enumerates the aerial shells to be used including type, color and quantities.

Firm's Name: Zambelli Fireworks Mfg. Co. F.E.I.N. No.: 25-1092931

Signature: 

Printed Name/Title: Tony Sawdey, Project Mgr. Email Address: tsawdey@zambellifireworks.com

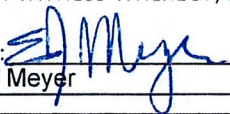
Town/State/Zip: Boca Raton, FL 33432

END OF SECTION

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Zambelli Fireworks Mfg. Co., a corporation organized and existing under the laws of the State of Florida, held on the ___ day of January, 2016, a resolution was duly passed and adopted authorizing (Name) Tony Sawdev as (Title) Project Manager of the corporation to execute proposals on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, is the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of January, 2016.

Secretary: 
Print: Ed Meyer

**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 the ___ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the to execute proposals on behalf of the partnership and provides that his/her execution thereof, attested by a partner, is 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 JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing this Proposal is authorized to sign Proposal documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Proposal to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____

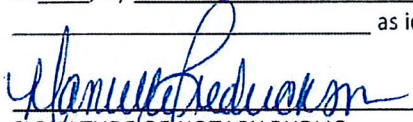
Print: _____

NOTARIZATION

STATE OF Florida)

) SS:
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 27th day of January,
2016, by Tony Sawdey, who is personally known to me or who has produced
_____ as identification and who (did/did not) take an oath.



SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA



Danielle Frederickson
COMMISSION # FF133725
EXPIRES: Aug. 2, 2018
WWW.AARONNOTARY.COM

Danielle Fredrickson

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

Addendum

Acknowledgment

RFP 2016-21 TOWN FIREWORKS DISPLAY


ADDENDUM ACKNOWLEDGEMENT FORM

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum No. <u>1</u> ,	Dated <u>January 20, 2016</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 RFP

Firm's Name: Zambelli Fireworks Mfg. Co.

Signature: 

Printed Name/Title: Tony Sawdey, Project Manager

Town of Miami Lakes
RFP 2016-21
Town Fireworks Display
Addendum #1
Due Date: February 3, 2016

This addendum is incorporated into and made a part of the Request for Proposals ("RFP") 2016-21. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined and bolded word(s) indicate additions. Deletions are indicated by strikethrough.

- **RFP Deliverable Update:**

Revision to Section 4.1

F. 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 CD, DVD or flash drive demonstrating the proposed "Fireworks Display Outline". This video file can be added to the CD/flash drive already required for the electronic original (ref. Section 2.1). 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**

- **Clarification on Contractor Responsibilities:**

Revision to Section 3.5

- 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 Project Manager to ensure music is synchronized with the fireworks display.**

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFP or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFP Response.

Acknowledgement:

Tony Sawdey
Name of Signatory


Signature

Project Manager
Title

Zambelli Fireworks Mfg. Co.
Name of Proposer

January 27, 2016
Date

Christina Semeraro, MPA, CPPB
Procurement Manager

Anti-Kickback Affidavit

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF MIAMI-DADE }

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 Zambelli Fireworks or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *Tony Stutz*
Title: Project Manager

Sworn and subscribed before this

27th day of January, 20 16

Danielle Fredrickson
Notary Public, State of Florida



Danielle Fredrickson
COMMISSION # FF133725
EXPIRES: Aug. 2, 2018
WWW.AARONNOTARY.COM

Danielle Fredrickson
(Printed Name)

My commission expires: Aug. 02, 2018

Non Collusive Affidavit

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of Florida)
) SS:
County of Palm Beach)

BEFORE ME, the undersigned authority, personally appeared Tony Sawdey 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 he executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 27th day of January, 2016.

My Commission Expires: Aug. 02, 2018

Danielle Fredrickson
Notary Public State of Florida at Large



Danielle Fredrickson
COMMISSION # FF133725
EXPIRES: Aug. 2, 2018
WWW.AARONNOTARY.COM

Public Entity Crime

Affidavit

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. This sworn statement is submitted to the Town of Miami Lakes
by Tony Sawdey, Project Manager
[print individual's name and title]
for Zambelli Fireworks Mfg. Co.
[print name of entity submitting sworn statement]


whose business address is

1 W Camino Real Blvd., Suite 100

Boca Raton, FL 33432

and (if applicable) its Federal Employer Identification Number (FEIN) is 25-1092931

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: )

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided 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 that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will 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 will 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.]

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

Tony Shuey
Signature of Entity Submitting Sworn Statement

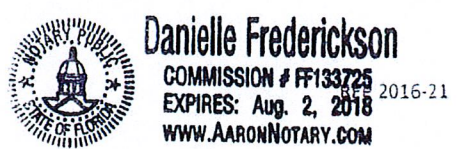
Sworn to and subscribed before me this 27th day of January, 2016.

Personally known _____

OR produced identification _____ Notary Public – State of Florida

_____ My commission expires Aug. 02, 2018
(type of identification)

Danielle Fredrickson
(Printed, typed or stamped commissioned name notary public)



Conflict of Interest

Affidavit

BEFORE ME, the undersigned authority, personally appeared Tony Sawdey 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 Tony Sawdey executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 27th day of January, 2016.

My Commission Expires: Aug. 02, 2018

Danielle Frederickson

Notary Public State of Florida at Large

END OF SECTION



Danielle Frederickson
COMMISSION # FF133725
EXPIRES: Aug. 2, 2018
WWW.AARONNOTARY.COM

SECTION 7
CONTRACT EXECUTION FORM

(To be completed by Awarded Proposer)

This Contract _____ (contract number) made this ____ day of _____ in the year 20__ in the amount of \$_____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____ (name of Contractor)

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

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inguanzo, Town Clerk

By: _____
Alex Rey, Town Manager

By: _____
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

(Contractor's Name)

By: _____

By: _____

Name: _____

Title: _____

CORPORATE RESOLUTION

WHEREAS, Zambelli Fireworks Mfg. Co., Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the

Project Manager, Tony Sawdey is hereby authorized and
(type title of officer) (type name of officer)

instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 27th day of January, 2016.

Ed Meyer 
Corporate Secretary



Authorization to Conduct Business in Florida

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****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 Address20 S. MERCER STREET
NEW CASTLE, PA 16103

Changed: 06/25/2009

Mailing Address20 S. MERCER STREET
NEW CASTLE, PA 16103

Changed: 08/27/2012

Registered Agent Name & AddressMeyer, 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 PCEO

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

Title TREA

MCDONALD, RICHARD K
 20 S. MERCER ST
 NEW CASTLE, PA 16103

Title SEC

HALLER, ROBERT
 20 S. MERCER ST
 NEW CASTLE, PA 16103

Annual Reports

Report Year	Filed Date
2013	04/15/2013
2014	06/10/2014
2015	03/18/2015

Document Images

03/18/2015 -- ANNUAL REPORT	View image in PDF format
06/10/2014 -- ANNUAL REPORT	View image in PDF format
04/15/2013 -- ANNUAL REPORT	View image in PDF format
08/27/2012 -- ANNUAL REPORT	View image in PDF format
03/11/2011 -- ANNUAL REPORT	View image in PDF format
09/27/2010 -- REINSTATEMENT	View image in PDF format
06/25/2009 -- ANNUAL REPORT	View image in PDF format
02/01/2008 -- ANNUAL REPORT	View image in PDF format
05/08/2007 -- ANNUAL REPORT	View image in PDF format
06/20/2006 -- ANNUAL REPORT	View image in PDF format
07/15/2005 -- ANNUAL REPORT	View image in PDF format
05/07/2004 -- ANNUAL REPORT	View image in PDF format
07/03/2003 -- ANNUAL REPORT	View image in PDF format
07/02/2002 -- ANNUAL REPORT	View image in PDF format
04/26/2001 -- ANNUAL REPORT	View image in PDF format

07/19/2000 -- ANNUAL REPORT	View image in PDF format
03/16/1999 -- ANNUAL REPORT	View image in PDF format
03/18/1998 -- ANNUAL REPORT	View image in PDF format
05/12/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

Required Company
Licenses and
Certifications as
applicable



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

January 27, 2016

Zambelli Fireworks Manufacturing Co
Zambelli Fireworks Internationale
20 South Mercer Street
New Castle, PA 16101-

901090:CRR/TMB
5400
File Number: 8-PA-02044

Premises Address: 20 South Mercer Street, New Castle, PA 16101-

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 Cindy McKinney at (304) 616-4408 or Cynthia.mckinney@atf.gov.

Sincerely,

Christopher R. Reeves
Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov

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

ATF Form 5400.14-5400.15 Part 1
Revised October 2011

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

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number 8-PA-073-23-5B-02044
Chief, Federal Explosives Licensing Center (FELC) <i>Christopher R. Reeves</i>	Expiration Date February 1, 2015

Name
ZAMBELLI FIREWORKS INTERNATIONALE

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
**20 SOUTH MERCER STREET
NEW CASTLE, PA 16101-**

Type of License or Permit
23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. <u>The signature on each copy must be an original signature.</u> A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business of operations specified above under "Type of License or Permit."	Mailing Address (Changes? Notify the FELC of any changes.) ZAMBELLI FIREWORKS MANUFACTURING CO ZAMBELLI FIREWORKS INTERNATIONALE PO BOX 1463 NEW CASTLE, PA 16103-
--	---

<i>W. D. Taylor</i> Licensee/Permittee Responsible Person Signature	<i>President + CEO</i> Position/Title
<i>W. D. Taylor</i> Printed Name	<i>9/25/2012</i> Date

Previous Edition is Obsolete ZAMBELLI FIREWORKS MANUFACTURING CO 20 SOUTH MERCER STREET 16101-1 PA 073-23-5B-02044 February 1, 2015 23-IMPORTER OF EXPLOSIVES ATF Form 5400.14-5400.15 Part 1 Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431	Toll-free Telephone Number: (877) 283-3352 Fax Number: (304) 616-4401 E-mail: FELC@atf.gov	ATF Homepage: www.atf.gov
--	--	---------------------------

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

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse 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 creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit 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)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name:	ZAMBELLI FIREWORKS MANUFACTURING CO
Business Name:	ZAMBELLI FIREWORKS INTERNATIONALE
License/Permit Number:	8-PA-073-23-5B-02044
License/Permit Type:	23-IMPORTER OF EXPLOSIVES
Expiration:	February 1, 2015
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	

Required Company
Licenses and
Certifications for assigned
Pyro-technicians

Zambelli Fireworks Technician Resume

Tech. # 94767

**Mr. James Auriemma
545 NE 154 Street
North Miami, Florida 33161**

DOB: 02-04-88

Phone: 954.295.7904

Display References:

**Town of Miami Lakes, Florida
Town of Surfside, Surfside, Florida**

**James Auriemma has worked for Zambelli Fireworks for over
10 years and has fired many displays of this nature.**

Certificate of Completion

THIS IS TO CERTIFY THAT

James Auriemma

HAS SUCCESSFULLY COMPLETED

AN 8 HR APA CERTIFIED SAFETY TRAINING CLASS COVERING NFPA 1123

DATE OF COMPLETION: OCTOBER 17, 2015



ERNIE SIMMONS
ZAMBELLI SAFETY TRAINING OFFICER
NFPA AND APA CERTIFIED

10/17/15

DATE

Zambelli Fireworks Technician Resume

Tech. # 90945

**Mr. Pedro Perez
1135 NE 182nd Street
Miami, FL 33162**

DOB: 04/14/93

Phone: 786.400.3032

Display References:

**Town of Miami Lakes, Florida
Town of Surfside, Surfside, Florida**

**Pedro Perez has worked for Zambelli Fireworks for over 5
years and has fired many displays of this nature.**

Certificate of Completion

THIS IS TO CERTIFY THAT

Pedro Perez

HAS SUCCESSFULLY COMPLETED

AN 8 HR APA CERTIFIED SAFETY TRAINING CLASS COVERING NFPA 1123

DATE OF COMPLETION: OCTOBER 17, 2015



ERNIE SIMMONS
ZAMBELLI SAFETY TRAINING OFFICER
NFPA AND APA CERTIFIED

10/17/15

DATE

Local Business Tax Receipt



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel. (561) 355-2264

****LOCATED AT****
 1 W CAMINO REAL BLVD #100
 BOCA RATON, FL 33432

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0001 ADMINISTRATIVE OFFICE	ZAMBELLI FIREWORKS		B15.854003 - 08/05/15	\$33.00	B40133292

This document is valid only when received by the Tax Collector's Office.

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2015/2016 LOCAL BUSINESS TAX RECEIPT**

B2 - 329

ZAMBELLI FIREWORKS MANUFACTURING CO
 ZAMBELLI FIREWORKS MANUFACTURING CO
 1 W CAMINO REAL STE 100
 BOCA RATON, FL 33432-5966



LBTR Number: 200804822
EXPIRES: SEPTEMBER 30, 2016

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

**LOCAL BUSINESS TAX
 RECEIPT # 16 00022182**

CITY OF BOCA RATON
 BUSINESS TAX AUTHORITY
 201 WEST PALMETTO PARK ROAD
 BOCA RATON, FLA. 33432-3795

THIS IS NOT A BILL
 Any changes in name, address, suite, ownership, ect. will require a new application within 15 days to avoid penalty or the license is null and void.

ZAMBELLI FIREWORKS MFG CO.,INC
 ZAMBELLI, DANABETH
 1 W CAMINO REAL 100

**BUSINESS TAX RECEIPT
 CERTIFICATE OF USE
 EXPIRES: 9/30/16**

Business Tax fee: 105.00
 Penalty fee: .00
 Late fee: .00
 Additional fee: .00
 Transfer fee: .00
Total paid: 105.00

ZAMBELLI FIREWORKS MFG CO.,INC
 1 W CAMINO REAL 100
 BOCA RATON FL 33432

has paid the business tax at the above address for the period beginning the 1st day of October and ending the 30th day of

Classification: ADMINISTRATIVE OFFICE

Current Certificate of Liability Insurance

REQUEST FOR PROPOSALS

TOWN FIREWORKS DISPLAY

RFP No. 2016-21



The Town of Miami Lakes Council:

**Mayor Michael A. Pizzi, Jr.
Vice Mayor Timothy Daubert
Councilmember Manny Cid
Councilmember Tony Lama
Councilmember Ceasar Mestre
Councilmember Frank Mingo
Councilmember Nelson Rodriguez**

Alex Rey, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

DATE ISSUED: January 7, 2016

CLOSING DATE: February 3, 2016

Request for Proposals No. 2016-21

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SECTION 1

NOTICE TO PROPOSERS

Town of Miami Lakes

Town Fireworks Display

RFP 2016-21

The Town of Miami Lakes, Florida, (the "Town") is accepting sealed Responses from qualified and experienced proposers to provide the Town's annual Fourth of July Fireworks Display (the "Work") in accordance with the terms, conditions and specifications contained in the Request for Proposals ("RFP"). Proposals must be submitted in the form of one (1) original and four (4) copies and one duplicate PDF of the entire original proposal on CD-ROM or flash drive, and **must** be received by the Town Clerk at 6601 Main Street, Miami Lakes, Florida 33014, **by no later than 2:00 P.M. on February 3, 2016**, at which time the Responses will be opened.

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 display show on an annual basis for the Town's Fourth of July Concert event. The location of the event is Miami Lakes Picnic Park West, 15151 NW 82nd Avenue, Miami Lakes, FL 33016 (reference Attachment "A"). The total annual budget for the show is \$25,000. Award to successful proposer will be at the sole discretion of the Town. Criteria used for the selection of a contractor may include the best combination of price, the proposed show content, contractor's performance record, and references from other clients.

Copies of the RFP will only be made available on the Town's website. The RFP document, including all related documents can be obtained by visiting the Town's website at <http://www.miamilakes-fl.gov/>, and selecting "Contractual Opportunities".

Minimum Qualification Requirements

To be eligible for award of a contract in response to this solicitation, Proposer must have successfully completed fireworks displays as specified in the Scope of Work section of this solicitation for a minimum of five (5) years, are normally and routinely engaged in the business of providing professional fireworks displays and are properly and legally licensed to perform such work. The firm must provide a minimum of three (3) client references, preferably repeat public entity clients, for which professional fireworks displays have been successfully performed within the past five (5) years. Proposal must include a minimum of two (2) pyro-technicians skilled in electronically-fired displays. The two (2) pyro-technicians each must have a minimum experience of ten (10) major electronically fired shows and a minimum of five (5) years certified experience in the handling, transporting and discharge of fireworks.

The Town will consider a Proposal 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 Response 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.

ALL inquiries regarding this RFP must be directed to the Procurement Department, at procurement@miamilakes-fl.gov.

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 communications concerning RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation.

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

SECTION 2 – SUBMISSION OF A RESPONSE

2.1 Submittal Requirements

Sealed written Responses 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 1 of the RFP, in order to be considered responsive. Faxed documents are **not** acceptable. **Responses received at any other location than the aforementioned or after the Proposal submission date and time will be deemed non-responsive and will not be considered.**

Only one (1) Response from an individual, firm, partnership, corporation, business entity, will be considered in response to this RFP. Subcontractors may be included in more than one Response submitted by more than one Proposer. An individual, firm, partnership, or corporation that submits a Response may not be a subcontractor on another Response submitted under this RFP. Responses from joint ventures will not be considered.

Proposals must be submitted in the form of one (1) original and four (4) copies of the original and one duplicate PDF of the entire original proposal on CD-ROM or flash drive and must be timely received by the Town Clerk or your Response may be disqualified.

2.2 Additional Information or Clarification

Proposers must e-mail their requests for additional information or clarifications ("RFI") in accordance with the "Cone of Silence" and contact information provided in herein. 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** five 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 a 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 only be posted and made available on the Town's Procurement webpage and it is the Proposer's sole responsibility to ensure receipt of all addenda prior to submitting its Response. The Proposer should check the Town's webpage for all addenda. The webpage is http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=289&Itemid=278.

The Proposer must complete and sign the Acknowledgment of Addendum and include it or copies of the signed Addendum acknowledging receipt, 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 addenda on the form.

2.3 Contract Terms and Conditions

The Proposer(s) selected to provide the services requested herein (the "Successful Proposer(s)") will be required to execute a contract ("Contract") with the Town. The terms, conditions, and provisions in the solicitation document are included and incorporated in the final contract. Any and all legal action necessary to enforce a contract will be interpreted according to the laws of Florida.

2.4 Price Proposal

The Price Proposal is based on a firm fixed price. The Town reserves the right to negotiate the final Contract Price should that be deemed in the best interest of the Town.

2.5 Award of a Contract

A Contract **may** be awarded to the Successful Proposer for the Services by the Town, based upon the qualification requirements contained herein. The Town reserves the right to execute or not execute, as applicable, a Contract with the Successful Proposer, where it is determined to be in the Town’s best interests. The Town does not represent that any award will be made.

2.6 Submittal Instructions

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Proposers must make the necessary entry in all blanks and forms provided for the Response.

Responses must be submitted in sealed envelope(s) or package(s) with the RFP number, title, and opening date clearly noted on the outside of the envelope(s) or package(s) in the following manner:

RFP No. 2016-21

TOWN FIREWORKS DISPLAY

2.7 RFP Schedule of Events

The Town will use the following tentative time schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

Event	Date
RFP Available	January 7, 2016
Last Date of Receipt of Questions	January 27, 2016
Addendum Release (if required)	January 29, 2016
Proposals Due (2:00 PM EST)	February 3, 2016
Evaluation Committee Recommendation by	February 12, 2016
Council Award of Contract	March 1, 2016
First Fourth of July Fireworks Display Under Resultant Contract	Monday, July 4, 2016

2.8 Changes/Alterations

Responses will be valid and irrevocable for at least 120 days. Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be allowed and will be disregarded. Written modifications will not be accepted after the Response Submission Deadline. Proposers must not assign or otherwise transfer their Response.

2.9 Subcontractor(s)

Subcontractor(s) are 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 Proposer and not paid directly by the Town. The Proposer must clearly reflect in its Response 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(s) 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(s) nor any of its Subcontractor(s) are considered to be employees or agents of the Town.

2.10 Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the individual identified and in the manner prescribed in Section 1 of the RFP. As necessary, the Town will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

2.11 Disqualification/Rejection of Responses

This RFP requires the use and submission of specific Town Forms. In addition, the RFP requires submission of additional documents and information. These are must type requirements for being considered responsive. Failure to utilize the Town Forms and submit the required documents will result in the rejection of the Response as non-responsive and it will not be considered. Modification of, retyping, or any alterations to the forms will result in the rejection of a Response as non-responsive.

The Town reserves the right to disqualify any Response before or after the submission date, upon evidence of collusion with intent to defraud, or other illegal practices on the part of the Proposer. The Town also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue the Request for Proposals.

Throughout the RFP, the phrases “must” and “will” denote mandatory requirements. Any Response that does not meet the mandatory requirements is subject to immediate disqualification.

Any Response 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.

2.12 Proposer’s Expenditures

Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in performance of any services requested by the Town in connection with the Responses are exclusively at the expense of the Proposers. The Town will not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response, or anticipation of an award of a contract, or to maintain the approved status of the Successful Proposer(s) if a Contract is awarded, or administrative or judicial proceedings resulting from the solicitation process.

2.13 Inspection of Site

Proposers should carefully examine the site of the proposed Work before submission of a Response and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and 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, in every detail, all of the requirements of the Contract Documents, as defined in the Contract, nor will they be accepted as a basis for any claims whatsoever for extra compensation.

2.14 Execution of Response

The Proposal must be manually 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 appropriate required Certificate of Authority, which is included as part of the RFP. Corporations must furnish documentation demonstrating the officer's authority to sign on behalf of the corporation.

Anyone signing the Response as agent must include legal evidence of signature authority. Proposers who are nonresident corporations must furnish to the Town a duly certified copy of their permit to transact business in the State of Florida with the Response. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Response.

Failure to properly execute the Response may result in the Response being rejected as non-responsive. Proposer understands that by submitting this RFP such submittal does not constitute an agreement or contract with the Town.

2.15 Certification of Accuracy of Proposal

Proposer by signing and submitting its Response certifies and attest that all Forms, Affidavits and documents related thereto included in its Response, in support if its Response are true and accurate.

Any Proposer who submits in its Response 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 3 – SCOPE OF WORK

3.1 Purpose

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 (the “Work”) in accordance with the terms, conditions and specifications contained in the RFP. The total annual budget for the show is \$25,000.

3.2 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.

3.3 Fireworks Display Location

The location of the event is Miami Lakes Picnic Park West, 15151 NW 82nd Avenue, Miami Lakes, FL 33016. 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. The location of the event may be subject to change by the Town. 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.

3.4 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.

3.5 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.
- 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.

3.6 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 was 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 air time).

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 4 – RESPONSE FORMAT

4.1 Proposer’s Response to this RFP must contain the following information and documents, and follow the instructions in its preparation. Failure to do so may deem your Response non-responsive. Non-responsive submittals will receive no further consideration and will not be provided to the Evaluation Committee. The Proposal must be tabbed appropriately in accordance with the below:

A. Cover Letter

Provide a brief introduction of the firm to include company history and background performing Work as described herein.

B. Operational Plan

- Provide overall approach to include a timeline of the various steps your firm follows for a successful fireworks 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.

C. Management, Supervision and Staffing

- Describe the management and supervisory plan to be used. Include staffing chain of command configuration and a work flow 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 6.1 for minimum requirements.
- Name any subcontractors to be used for the purposes of providing the services requested herein, as applicable.

D. Safety and Protection

- Describe the safety and protection protocols/precautions taken in order to conduct a successful fireworks 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 event-goers before, during and after the event?

E. Client References

- Proposer must provide a list of three (3) clients to whom similar Work has been performed, preferably repeat governmental entity clients.
- For each client reference the following must be included: Name of client organization, Contact person, address, phone number, valid email address, location and dates of fireworks shows, begin date and expiration date of annual contract as applicable.

F. 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.

G. Forms

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

- a. Price Proposal Form & Certificate of Authority
- b. Fireworks Display Outline
- c. Addendum Acknowledgement
- d. Anti-Kickback Affidavit
- e. Public Entity Crime Affidavit
- f. Non Collusive Affidavit
- g. Conflict of Interest Affidavit
- h. Authorization to Conduct Business in Florida
- i. Required Company Licenses and Certifications as applicable
- j. Required Licenses and Certifications for Assigned Pyro-technicians
- k. Local Business Tax Receipt
- l. Current Certificate of Liability Insurance

END OF SECTION

SECTION 5 – EVALUATION/SELECTION PROCESS

5.1 Evaluation Procedures

A. The procedure for response evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Responses.
3. Opening and listing of all Responses received.
4. Preliminary review of the Responses by Town staff for compliance with the submission requirements of the RFP, including verification that each Response 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 and rank each responsive Proposal 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. The Committee forwards its recommendation of the most qualified Proposer to the Town Manager inclusive of the ranking of the Responses.
8. The Town Manager will review the Evaluation Committee’s recommendation and make a 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.
9. As stated in the solicitation, the Town Manager may conduct negotiations with the highest ranked Proposer.
10. If the Town Manager 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.
11. The Town Council will make the final selection and award.

5.2 Evaluation Method and Criteria

A. The selection of a Proposer will be based on the Proposal most advantageous to the Town based on the “best value to the Town” using the following criteria:

1. Operational Plan
2. Management, Supervision and Staffing
3. Safety and Protection
4. Client References
5. Proposal Price and Fireworks Display Outline

B. The above criterion is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the short-listing and final ranking of Proposers by establishing a general framework for those deliberations. Past performance of Proposers services may also be included in determining recommendation for award. During the evaluation process, Town reserves the

right, where it may serve the Town's best interest to request additional information or clarification from Proposers.

- C. Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the Town through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the Town to award the proposal to the lowest priced Proposer, and the Town reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the Town in achieving the service, and to waive any irregularity or technicality in the proposals received. The Town shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.

END OF SECTION

SECTION 6 – TERMS AND CONDITIONS

6.1 Minimum Qualification Requirements

To be eligible for award of a contract in response to this solicitation:

- Proposer must have successfully completed jobs, as specified in the Scope of Work section of this solicitation for a minimum of five (5) years, are normally and routinely engaged in the business of providing professional fireworks displays and are properly and legally licensed to perform such work.
- Proposer must provide a minimum of three (3) client references, preferably repeat public entity clients, for which professional fireworks displays of a similar size and scope have been successfully performed.
- Proposal must include a minimum of two (2) pyro-technicians skilled in electronically-fired displays. The two (2) pyro-technicians each must have a minimum experience of ten (10) major electronically fired shows and a minimum of five (5) years certified experience in the handling, transporting and discharge of fireworks.

The Town will consider a Proposal 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 Response 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.

6.2 Acceptance/Rejection

The Town reserves the right to accept or reject any or all Responses or to select the Proposer that, in the opinion of the Town, is in its best interest. The Town also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the Town, and who is not in a position to perform the requirements defined in this RFP. Further, the Town may waive informalities, technicalities, minor irregularities, or request new Responses for the services specified in this RFP and may, at its discretion, withdraw or re-advertise the RFP. All such actions taken will be in accordance with the applicable sections of the Town Code and this RFP.

6.3 Legal Requirements

This RFP is subject to all applicable federal, state, county, Town and local laws, codes, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. By submitting a Response the Proposer certifies that it has full knowledge of such laws, codes, ordinances, rules, and regulations, and any lack of knowledge by the Proposer will in no way be cause for relief from responsibility for compliance with these requirements.

6.4 Contract Term

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 (OTR) the Contract for two (2) additional 12-month periods.

6.5 Contract Price Adjustment

Prices must be held firm during the initial contract term. For each renewal year, at the start of each renewal year the Contractor may request a price increase not to exceed the Bureau of Labor Statistics

(222.bl.gov CPI-U index for Miami-Dade County). The Town will evaluate such request to determine if an increase should be approved. Any such increase will not exceed three (3%) percent per request.

6.6 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.

6.7 Non-Appropriation of Funds

In the event that insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for the services specified herein, then the Town, will have the unqualified right to terminate the Contract upon written notice to the Contractor, without any penalty or expense to the Town.

6.8 Payments and Invoices

Contractor will provide the Town with one invoice within thirty (30) days after the fireworks display. Multiple invoices will not be accepted and the Town will not make payment based on statements of accounts. Unless otherwise approved in writing in advance the Contractor must use the invoice form provided by the Town. The Town will take action to pay, reject or make partial payment on the invoice in accordance with the Florida Local Government Prompt Payment Act.

No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

The Contractor shall be compensated at the unit prices specified in the Proposal/Bid Form of the Contract.

6.9 Business Tax Receipt Requirement

Proposer(s) must meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended. Proposer(s) with a business location outside the Town must meet the applicable local or County Business Tax Receipt or Occupational License requirements.

6.10 Contractor Default

a. Event of Default

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

- The Contractor has not performed the Work in a timely manner;
- The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
- The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

- The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
- The Contractor has failed in the representation of any warranties stated herein;
- When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default-Opportunity to Cure

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

6.11 Termination for Convenience

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town,

the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

- Take such action as may be necessary for the protection and preservation of the Town's materials and property;
- Cancel all cancelable orders for materials and equipment;
- Remove all materials, supplies or equipment that may be used by the Contractor on other work;

- Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contactor on other work;
- Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

6.12 Town May Avail Itself of All Remedies

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

6.13 Local Preference

This RFP is subject to the Local Business Preference as specified in Ordinance 12-142 of the Town Code. Information on the Local Business Preference can be found at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=102&Itemid=305.

6.14 Public Entity Crimes

Proposers must be in compliance with Section 287.133, Florida Statutes. Proposers must submit Form PEC with their Response.

6.15 Review of Responses for Responsiveness

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response 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 Section 4 of the RFP may result in a rejection of the proposal as non-responsive.

6.16 Collusion

The Proposer must certify that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any Town department. The Proposer certifies that its Response 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 Responses where collusion may have occurred.

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

6.17 Clarifications

The Town reserves the right to make site visits, visit the Proposer's place(s) of business, to request clarifications of information submitted and to request or obtain any necessary supporting documentation or information of one or more Proposers, after the deadline for submission of Responses.

6.18 Key Personnel

Subsequent to submission of a Response and prior to award of a Contract, Key Personnel must not be changed. The Town reserves the right to reject a Response being considered for award where Key Personnel assigned to the Town per the Response has been changed.

6.19 Audit Rights and Records Retention

The Successful Proposer agrees to 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.

6.20 Public Records

Proposer understands that the Response is a public record, and the public will have access to all documents and information pertaining the Response and the RFP, subject to the provisions of Chapter 119, Florida Statutes. The Proposer, by submitting a Response, 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 Response 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.

6.21 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. Proposers must submit Form COI with its Response.

Proposer must include as part of its Response 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 Response being deemed non-responsive.

6.22 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 Response 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 Response that includes such an entity or affiliate will be deemed non-responsible and the Response will not be considered.

6.23 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.

6.24 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 an contract.

6.25 Assignment; Non-Transferability of Response

A Response 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 Response through, to and including awarding of and execution of a contract, will have its Response deemed non-responsive and will not be considered or further considered for award.

6.26 Assignment or Sale of Contract

The performance of this Contract will not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

Any transference without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

6.27 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 Responses by the Evaluation Committee.

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

6.28 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 12-142 (Procurement Ordinance), which is available at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269.

6.29 Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Miami Dade County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

6.30 Insurance

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage must be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

a. Worker's Compensation and Employer's Liability Insurance:

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation. The policies must include:

- 1) Waiver of subrogation
- 2) Statutory State of Florida
- 3) Limit of Liability

b. Employer's Liability:

Limit for each bodily injury by an accident must be \$300,000 policy limit for each accident, per employee, including bodily injury caused by disease.

c. Comprehensive Business Automobile and Vehicle Liability Insurance:

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage

must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

d. Commercial General Liability (“CGL”).

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

1) Products and/or Completed Operations for contracts with an Aggregate Limit of \$300,000 for the term of the Contract. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

2) Personal and Advertising Injury with an aggregate limit of \$300,000.

3) CGL Required Endorsements

- Employees included as insured
- Contingent Liability/Independent Contractors Coverage
- Contractual Liability
- Waiver of Subrogation
- Premises and/or Operations
- Loading and Unloading

Town is to be expressly included as an **Additional Insured** pursuant to endorsement number CG 2010 11/85 or its equivalence.

e. Certificate of Insurance:

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days’ written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material

change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

f. Additional Insured:

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor is responsible for the payment of any deductible or self-insured retentions in the event of any claim.

END OF SECTION

RFP 2016-21 TOWN FIREWORKS DISPLAY

PRICE PROPOSAL FORM

Proposer Name _____

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

Lump-sum price to include furnishing all labor, supervision, materials, machinery, tools, means of transportation, supplies, equipment and services necessary to provide a 25-minute long professional Fireworks display show:

\$ _____

Amount from above line written in words:

Detail the cost adjustments that would be made to the contracted price of the show to reflect the circumstances stated in Section 3.7:

By signing below, Proposer certifies above Proposal Price and that a Fireworks Display Outline of the fireworks show Opening, Body and Grand Finale is attached which enumerates the aerial shells to be used including type, color and quantities.

Firm's Name: _____ F.E.I.N. No.: _____

Signature: _____

Printed Name/Title: _____ Email Address: _____

Town/State/Zip: _____

END OF SECTION

RFP 2016-21 TOWN FIREWORKS DISPLAY

ADDENDUM ACKNOWLEDGEMENT FORM

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum No. _____,	Dated _____
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 RFP

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ___ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the corporation to execute proposals on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, is the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____
Print: _____

**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 the ___ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the to execute proposals on behalf of the partnership and provides that his/her execution thereof, attested by a partner, is 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 JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing this Proposal is authorized to sign Proposal documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Proposal to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____
Print: _____

NOTARIZATION

STATE OF _____)

_____) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, who is personally known to me or who has produced
_____ as identification and who (did/did not) take an oath.

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

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 commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

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. This sworn statement is submitted to the Town of Miami Lakes

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided 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. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will 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 will 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 THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

OR produced identification _____ Notary Public – State of _____

_____ My commission expires _____

(type of identification)

(Printed, typed or stamped commissioned name notary public)

BEFORE ME, the undersigned authority, personally appeared _____ 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 _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, 20__.

My Commission Expires:

Notary Public State of Florida at Large

END OF SECTION

SECTION 7

CONTRACT EXECUTION FORM

(To be completed by Awarded Proposer)

This Contract _____(contract number) made this ____ day of _____ in the year 20__ in the amount of \$_____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____ (name of Contractor)

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

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inguanzo, Town Clerk

By: _____
Alex Rey, Town Manager

By: _____
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

(Contractor's Name)

By: _____

By: _____

Name: _____

Title: _____

CORPORATE RESOLUTION

WHEREAS, _____, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the _____, _____ is hereby authorized and
(type title of officer) (type name of officer)
instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)

Attachment "A"

Town of Miami Lakes Fourth of July

Fireworks Show Launch Site Area

(Reference RFP item 3.3)

