



INVITATION TO QUOTE
 City of North Miami
 Purchasing Department
 776 NE 125th Street Room 303
 North Miami, Florida 33161

**THIS IS NOT
AN ORDER**

QUOTATION NO.: 28-15-16

TITLE: Fireworks Displays

DUE DATE: May 11, 2016

TIME: 3:30 PM

CONTACT PERSON: Heylicken Espinoza
PHONE: (305) 895.9886
E-MAIL: purchasing@northmiamifl.gov

QUOTES SHOULD BE SUBMITTED TO:
 City of North Miami
 Purchasing Department
 776 NE 125 ST – 3rd Floor
 Room 303
 North Miami, FL 33161

Or via e-mail to: purchasing@northmiamifl.gov

NOTES:

- All prices shall be F.O.B. Destination delivery point including all costs and freight unless otherwise specified*
- Failure to complete and sign this form renders your bid/quotation non-responsive and ineligible for award*

ITEM	QUANTITY	UNIT	DESCRIPTION	TOTAL LUMP SUM PRICE
1	1	EA	Independence Day Fireworks Display scheduled for July 4 th .	\$ _____

Optional Services: Please provide pricing that you will guarantee for the duration of the Contract period for a 60 second fireworks display for the City's Christmas Tree Lighting event on or about December 1st 2016.

ITEM	QUANTITY	UNIT	DESCRIPTION	TOTAL LUMP SUM PRICE
1	1	EA	Christmas Tree Lighting Event Fireworks Display on or about December 1 st .	\$ _____

Method of Award: Award will be made to the lowest responsive and responsible bidder whose proposal is in the best interest of the City.

Local preference will be applied as applicable (*see below*)

Addenda Received: Yes No If yes, please indicate the number of addenda received: _____

All Addenda are posted on the City's website at:
http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

It is hereby certified and affirmed that the respondent shall accept any awards made as a result of this quotation. Respondent further agrees that prices quoted will remain fixed for a period of sixty (60) days from date quotation is due.

Authorized Signature: _____ Title: _____

Print/Type Name: _____ Phone: _____

E-mail: _____ Fax: _____

Firm Name: _____ F.E.I. ID No.: _____

Address: _____ City: _____ State: _____

LOCAL PREFERENCE

Except where federal or state law mandates to the contrary, in the purchase of supplies or services in which objective factors used to evaluate the submittals received from offerors a preference of ten (10) percent of the total price, shall be given to a local business.

- LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business that has a valid local business tax receipt, issued by the City of North Miami prior to the City's issuance of the Solicitation for supplies or services, that is appropriate for the goods, services or construction to be purchased **AND**; a business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

OR

- WORKFORCE LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to firms with a least ten percent (10%) of its total workforce residing within the geographical boundaries of the City prior to the City's issuance of the Solicitation for supplies or services. Place a check mark here only if affirming bidder meets requirements for workforce Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Workforce Local Preference.**

OR

- SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to firms that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who are physically located within the City of North Miami. **(Must complete forms A-3a Statement of Intent & A-3b Participation Schedule.)** Place a check mark here only if affirming bidder meets requirements for Subcontractor Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Subcontractor Local Preference.**

The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.

All referenced forms can be found on the City's website at
<http://www.northmiamifl.gov/departments/purchasing/forms.asp>

CUT OFF FOR QUESTIONS:

The cut off for questions on this project is Monday, May 2, 2016 by no later than 3:30 PM. All questions must be submitted in writing via email to purchasing@northmiamifl.gov.

SCOPE OF WORK

The City of North Miami is requesting quotes from qualified vendors to provide firework displays on July 4, 2016, in accordance with the following criteria:

Responses should describe a specific program with a minimum duration of twenty (20) minutes to a maximum duration of twenty five (25) minutes. The program must include an Opening Barrage, a Main Display (to include a variety of shells), Midway Barrage, and a Grand Finale. The show is to be aerial and will be fired from land. There is to be no more than a 2.5 second break between detonations of fireworks, so as to have a continuous flow of the electronically fired aerial fireworks display.

Quotes should include a full description (including size and quantity of shells to be used and where they are made as well as style of fireworks, intensity, and color. The quoted price must include all labor, materials, supplies, transportation, equipment, and supervision necessary for the performance of the services.

Arrival to the site of the show will be at or prior to 8:00 am on the day of the event to allow for proper set up, delivery and review of the display. Vendor is to contact the Miami Dade County Fire Department and make arrangements for the permit and approval processes as required. The awarded vendor shall visit the site of the show prior to the scheduled event in order to review the site plan and layout needs. The site visit shall be coordinated with and accompanied by City staff.

Unless delayed by weather conditions, the presentation of Services shall commence at approximately 9:00 p.m., at a location to be determined by the City. The City reserves the right to advise the Contractor that the City may cancel the Agreement resulting from this Invitation to Quote upon not less than twenty-four hours' notice should the National Weather Service forecast rain, inclement weather to other force majeure conditions that would make the firework's presentation impracticable, unadvisable, or cause it to be unduly delayed, as determined by the City.

The City reserves the right to extend this contract for an additional two (2) years, on a year-by-year basis, with the same terms & conditions submitted for this initial year. As part of your quote, the City requests that the vendor provide alternate pricing to be guaranteed for the duration of the contract period for a 60 second fireworks display for the City's Christmas Tree Lighting event.

EXPERIENCE AND QUALIFICATIONS

Pyrotechnician should have electronic firing experience as well as multiple event experience throughout the year. At a minimum, at least three (3) references of clients to which the respondent has provided said services must be submitted with all quotes (Form A-14). References should include full written details of services provided similar to the ones described herein. Only one reference may be used for services performed for or on behalf of the City of North Miami.

INSURANCE AND INDEMNIFICATION

Respondents must submit with their Responses, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

1. COMMERCIAL GENERAL LIABILITY

General Liability insurance (occurrence form) to include any liability arising from fireworks display with limits not less than Six Million Dollars (\$6,000,000.00) for each occurrence for bodily injury and property damage including coverage for contractual liability, personal injury, medical payments, broad form property damage, products and completed operations. This coverage is required by the Contractor and any sub-contractor or anyone directly or indirectly employed by either of them. The City shall be named additional insured.

The general liability limits can be extended through the purchase of an Excess/Umbrella Liability insurance (occurrence form).

2. COMMERCIAL AUTOMOBILE LIABILITY (COVERING OWNED, NON-OWNED & HIRED VEHICLES)

Comprehensive Automobile Liability Insurance with not less than five-hundred thousand dollars (\$500,000.00) for each occurrence combined single limit for bodily injury and property damage including coverage for owned, hire and non-owned vehicles as applicable. The Contractor and any of its approved sub-contractors shall take out and maintain this insurance coverage against claims for damages resulting

from bodily injury, including wrongful death and property damage which may arise from the operations of any owned, hired or non-owned automobiles and/or equipment used in any capacity in connection with the carrying out of this Agreement. The City shall be named as an additional insured.

3. WORKER'S COMPENSATION

Workers' Compensation Insurance with statutory limits, with statutory limits, including coverage for employer's liability, as required by law.

Liability insurance shall name the City of North Miami as an additional insured. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of A rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Manager prior to signing of Contract. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other Projects undertaken by Contractor.

The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Contractor expressly understand and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor must submit, no later than ten (10) days after award and prior to Execution of Contract, a Certificate of Insurance naming the City of North Miami as "additional insured".

ADDITIONAL INFORMATION:

Award of this bid will be made to the lowest responsive and responsible bidder, whose quote is in the best interest of the City. All vendors must be registered with the Florida Department of State Division of Corporations (Sunbiz) and with the City of North Miami