Item No. 3 b

AGENDA ITEM REQUEST FORM

Town Manager's Office
Department Submitting Request

Bud Bentley
Assistant Town Manager

REGULAR COMMISSION MTG
Meeting Dates - 7:00 PM

DEADLINE TO Town Clerk

ROUNDTABLE MEETING
Meeting Dates – 7:00 PM

DEADLINE TO Town Clerk

☒ **May 24, 2011**

☐ Presentation ☐ Reports ☒ **Consent** ☐ Ordinance
☐ Resolution ☐ Quasi Judicial ☐ Old Business ☐ New Business

SUBJECT TITLE: **Award of Contract to the Zambelli Fireworks Manufacturing Company to Produce the 4th of July Firework Shows in 2011, 2012 and 2013.**

EXPLANATION: The Town advertised for proposals to provide an annual fireworks show on the 4th of July in 2011, 2012 and 2013 with a deadline of March 10, 2011 to submit proposals at which time we had received two proposals as shown in Table 1. The proposals were read aloud at the opening and a bid summary sent to the Commission.

Table 1 - Proposals

	Company	2011 – 2013 3-Year Total
1.	Pyrotecnico	$44,955
2.	Zambelli	$45,000

The Fireworks Evaluation Committee consisting of Vice Mayor Dodd, Assistant Town Manager Bud Bentley and the City of Fort Lauderdale's Special Events & George English Park Manager, Debbie Bylica met on March 31st to evaluate the proposals. The public meeting was advertised and a representative of one of the vendors attended.

The Town's RFP limited the cost of the fireworks show to $15,000 per year ($45,000 total) and so the Committee evaluated which proposal provides the greater value to the Town. The Committee recommended the Zambelli Fireworks Manufacturing Company's proposal.

The Zambelli Fireworks Company has executed the Town's standard contract (**Exhibit 1**). Important provisions of the contract and proposal includes:

1. Section 8, Insurance. The Contractor shall provide a certificate of insurance in the amount of at least $10,000,000 naming the Town, LBTS Volunteer Fire Department and Fisherman's Pier as additional insured.
2. Section 12, Termination. The Town may terminate the contract for clause or for convenience.
3. Delays or Cancellations for Technician Error (page 14 of proposal). Credits ranging from 25% to 100% are established for delays during a show. A delay of the start of the 9:00 p.m. show will result in a 25% credit for each 15 minutes of delay.
4. The credit for unfired shells is outlined on page 19 of the proposal.
5. The cancellation fee is outlined on page 19 of the proposal. There is no fee for a postponement to July 5th, a 20% ($3,000) fee to reschedule the event and a 30% ($4,500) fee to cancel.

Recommendation: We recommend the Commission accept the recommendation of the Fireworks Evaluation Committee and award a three-year contract to produce the annual 4th of July Fireworks Show for 2011, 2012 and 2013 to Zambelli Fireworks.

FISCAL IMPACT AND APPROPRIATION OF FUNDS: Funds for the 4th of July Special Event are budgeted.

Exhibit

1. Fireworks Contract with 2 exhibits (Proposal and RFP)

FISCAL IMPACT AND APPROPRIATION OF FUNDS:

Budget $64,000 July 4th Event allocation: $40,000	This Expenditure: $15,000 per year
Transfer of funds: None required	

Reviewed by Town Attorney

☒ Yes ☐ No

Town Manager Initials CA

File: AC Fireworks Contract May24

Exhibit 1

TOWN OF LAUDERDALE-BY-THE-SEA

Project: Fireworks Performance for 2011, 2012 and 2013

THIS IS AN AGREEMENT dated the ____ day of _____, 2011, between The TOWN OF LAUDERDALE-BY-THE-SEA, Florida, hereinafter referred to as "TOWN," and Zambelli Fireworks Mfg., Co., a Florida corporation, hereinafter "CONTRACTOR."

1. **DEFINITIONS**

Wherever used in this Agreement or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 Town Representative – The Town Manager or the Assistant Town Manager

1.2 TOWN - The Town of Lauderdale-by-the-Sea and its assigns, and/or the Town Commission, as applicable or as indicated herein.

1.3 Contract Documents - The Contract Documents include this Agreement, the Request for Proposal No. 11-01-02 (**RFP**), attached hereto and incorporated herein as **Exhibit "A"**, Contractor's Proposal related to the RFP, opened March 10, 2011, attached hereto and incorporated herein as **Exhibit "B"**, all specifications, Certificate(s) of Insurance, additional documents required to be submitted under this Agreement, and all written amendments issued on or after the effective date of this Agreement. In the event of conflict among the various components of the Contract Documents, the following shall govern in the following order: this Agreement and written amendments thereto, the documents to be submitted hereunder, the RFP, and Contractor's Proposal.

1.4 CONTRACTOR Representative: _____ or his designee.

1.5 Effective Date of the Agreement - The date on which the Agreement is signed and delivered by the last of the parties.

1.6 Contract Price - The lump sum price compensation described or identified in Contractor's Proposal/Exhibit B.

1.7 Project – The Work collectively described in the Contract Documents.

1.8 Work - The result of providing materials and performing services, specifically, including but not limited to, furnishing labor, equipment and materials, used for or incorporated in the Project as required by the Contract Documents, including, without limitation as set forth in Exhibit A and Exhibit B hereof.

1.9 Written Notice - Shall be deemed to be duly served if delivered in person to the individual or to an officer of the corporation or entity for whom it is intended, if delivered at or sent by certified mail, return receipt requested, to the last business address known to him who gives notice. Facsimile,

electronic or telephonic transmission shall not be considered as written notice.

2. CONTRACT DOCUMENTS

The Contract Documents, incorporated herewith and as defined above, constitute the entire agreement between TOWN and CONTRACTOR concerning the Work.

3. SCOPE OF WORK

The CONTRACTOR shall furnish all of the materials, tools, supplies, equipment, vehicles and labor necessary to accomplish the fireworks spectacular display as specifically described in Exhibit B for the years 2011, 2012 and 2013 in the Town of Lauderdale-By-The Sea and as required in the Contract Documents.

4. CONTRACT PRICE

The TOWN shall pay CONTRACTOR $15,000.00 per year as full compensation, plus additional fees as applicable, as set forth in Exhibit "B".

5. CONTRACT TERM

This Agreement is for the 2011, 2012 and 2013 July 4th fireworks performances in the TOWN.

6. CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR shall be responsible for the following:

6.1 CONTRACTOR shall obtain all permits and licenses and be responsible for all permit and license fees.

6.2 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention as necessary thereto and applying CONTRACTOR'S best skill, attention and expertise at all times. CONTRACTOR shall be responsible for and have control over the techniques and procedures of the delivery and storage of the fireworks and of the performance. CONTRACTOR shall be responsible to see that the Work complies with all applicable law, including local, state and federal regulation. CONTRACTOR has been given a copy of the License Agreement ("License Agreement") dated ____ governing TOWN'S use of the Project site between TOWN and Fisherman's Pier, Inc.. The terms of the License Agreement are hereby incorporated herein and made a part hereof for all purposes and CONTRACTOR agrees to conform to the terms of the License Agreement and TOWN'S obligations therein in all respects, including without limitation, with regard to insurance and delivery of fireworks. The parties agree that breaches of the License Agreement by CONTRACTOR shall be considered a breach of this Agreement as well.

6.3 During the progress of the Work, CONTRACTOR shall provide full-time

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competent Project supervision and any necessary assistants. CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the Work.

6.4 All Work on TOWN'S property or at the Project site shall be performed by employees of CONTRACTOR.

6.5 CONTRACTOR shall confine equipment and the storage of materials to the Project site or as otherwise directed by TOWN and shall not unreasonably encumber the Project site or adjacent areas with equipment or other materials, whether private property or otherwise. CONTRACTOR shall minimize interference with TOWN property or business and that of private citizens, including without limitation the owner and/or lessee of the pier designated for the fireworks performance. CONTRACTOR assumes full responsibility to the owner and occupant for any damage to any land or area resulting from the performance of the Work. Should any claim be made against TOWN by any private owner or occupant due to performance of the Work, CONTRACTOR shall promptly attempt to settle with such party by agreement or otherwise resolve the claim. The general indemnification provided in this Agreement specifically, and without limitation, applies to claims arising out of CONTRACTOR'S use of the Project site and adjacent areas.

6.6 CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all persons and organizations and to all the materials and equipment, whether in storage on at the site; and other property at the site or adjacent thereto.

7. DEFECTIVE WORK

If CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way as to conform to the Contract Documents, TOWN may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of TOWN to stop the Work shall not give rise to any duty on the part of TOWN to exercise this right for the benefit of CONTRACTOR or any other party. Any such stoppage shall not give rise to a claim of delay, interference, or other claim by CONTRACTOR.

8. INSURANCE

8.1 EACH YEAR DURING THE TERM HEREOF, NO LATER THAN MAY 1, THE CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE TOWN OF LAUDERDALE-BY-THE-SEA AND THE OWNER OF THE PROJECT SITE IS EACH AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT.

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The certificates of insurance shall name the types of policies provided, and shall state that such insurance is as required by this Agreement. CONTRACTOR shall not commence the Work until after CONTRACTOR has obtained all insurance required herein and the policies of coverage have been received and approved by TOWN.

8.2 The CONTRACTOR shall procure and maintain at its own expense, and keep in effect during the term of this Agreement, a policy or policies of insurance which include at least the coverage and limits of liability as provided in Exhibit "A". Notwithstanding the foregoing, CONTRACTOR shall maintain comprehensive general liability coverage in the amount of at least $10,000,000.00 comprehensive general liability coverage, naming TOWN, Fisherman's Pier, Inc., and the Lauderdale-By-The-Sea Volunteer Fire Department as additional insureds.

8.3 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

8.4 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against TOWN with the express intention of the parties being that the required insurance coverage protects both parties and the pier owner as the primary coverage for any and all losses covered by the above described insurance.

9. WARRANTIES; TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

9.1 The CONTRACTOR warrants that all Work will be performed in a good and first class manner using only new materials of the best quality available and the most current technological resources.

9.2 CONTRACTOR warrants to the TOWN that it will comply with all applicable federal, state and local laws, regulations, and orders in carrying out its obligations under this Agreement.

9.3 CONTRACTOR warrants to the TOWN that CONTRACTOR has inspected the Project site and has satisfied himself as to the conditions thereof in all respects and agrees the Contract Price is just and reasonable compensation for the Work, including all foreseen or foreseeable risks, hazards, and difficulties in connection therewith.

10. CONTRACTOR'S INDEMNIFICATION

10.1 The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the TOWN, its officers, employees, and agents from and against any and all claims, lawsuits (including appellate level), penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly

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or indirectly out of the Work or any act or failure to act under this Agreement by CONTRACTOR, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, lawsuits (including appellate level), penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, and any consequential damages, are included, by example and not limitation, in this indemnity. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at CONTRACTOR'S sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of injury to persons, animals, or property, real or personal, by any act or failure to act of CONTRACTOR or any CONTRACTOR'S agents, servants, or employees during the performance of the Work, the TOWN may, through its officials, withhold such payments to CONTRACTOR as long as it may deem necessary for the indemnity of the TOWN. The failure by TOWN to pay in such instance shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

10.2 The parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

11. PAYMENTS TO CONTRACTOR

The TOWN shall make payment to the CONTRACTOR within thirty (30) calendar days of the CONTRACTOR'S invoice for services subsequent to each annual event and approval by the TOWN Manager's. The annual payment will be made by check and mailed to CONTRACTOR at the address provided in this Contract. The TOWN may withhold in whole or in part, final payment to such extent as may be necessary to protect itself from loss on account of failure to carry out the Work in accordance with the Contract Documents.

12. TOWN'S TERMINATION OF THIS AGREEMENT

12.1 TOWN may terminate this Agreement immediately upon the occurrence of any one or more of the following events:

12.1.1 If CONTRACTOR fails to comply with any laws or regulations of any public body having jurisdiction, including local, state and federal regulations and guidelines, or acceptable safety practices.

12.1.2 If CONTRACTOR otherwise violates any provisions of the Contract Documents.

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12.1.3 If the TOWN fails to appropriate funds for the annual fireworks show, TOWN shall give notice to CONTRACTOR within thirty (30) days of TOWN'S adoption of its annual budget.

12.2 Upon seven (7) calendar days Written Notice to CONTRACTOR, TOWN may, terminate this Agreement for TOWN'S convenience. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time. CONTRACTOR shall be paid for Work completed to date upon a showing of expenses incurred specifically on behalf of TOWN but not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

13. NOTICE

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

For TOWN: Town Manager
Town of Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-776-0576
Facsimile: 954-776-1857

Copy to: Susan L. Trevarthen, Town Attorney
200 East Broward Blvd. Suite 1900
Fort Lauderdale, Florida 33301
Telephone: 954-763-4242
Facsimile: 954-764-7700

For CONTRACTOR: Regional Manager
Zambelli Fireworks Internationale
1 West Camino Real Boulevard
Boca Raton, FL 33432

Notice by facsimile shall not be deemed received until the party receiving notice receives a copy of such notice through certified mail, return receipt requested.

14. MISCELLANEOUS

14.1 CONTRACTOR shall not assign or transfer this Agreement or its rights, title or interests therein without TOWN'S prior written approval which may be withheld for any reason.

14.2 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Venue shall lie in Broward County, Florida.

14.3 Should any part, term or provision of this Agreement be by the courts

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decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provisions of this Agreement shall not be affected thereby.

15. **ATTORNEYS' FEES**

In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs, including the fees and expenses of any paralegal, law clerks, and legal assistants, and including fees and expenses charged for representation at the trial level, in all appeals, and in any bankruptcy proceedings.

16. **WAIVER OF JURY TRIAL**

The TOWN and CONTRACTOR irrevocably and knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

17. **SURVIVAL OF PROVISIONS**

Any terms and provisions that require acts of the CONTRACTOR beyond the termination or expiration of this Agreement, including, without limitation, any insurance and indemnification provisions, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, TOWN and CONTRACTOR have signed this Agreement, in duplicate.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

ATTEST:

BY:_____
Constance Hoffmann, Town Manager

_____
Town Clerk, June White C.M.C.

Date:_____

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

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Zambelli Fire Mfg., Co.

WITNESS:

Sandra McStay

Signature of Witness

Sandra McStay

Printed Name of Witness

W. Douglas Taylor, President and CEO

Robert Haller, Corporate Secretary

(Corporate Seal)

(NOTARY BLOCK)

STATE OF Pennsylvania)
ss.
COUNTY OF Lawrence)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared W.D. Taylor and Robert Haller as President/CEO and Corp. Secretary, respectively, of Zambelli Fireworks Mfg Co. a Florida corporation, and acknowledged they executed the foregoing AGREEMENT as the proper officials of Zambelli Fireworks Mfg Co., for the use and purposes mentioned in the AGREEMENT and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 12 day of May, 2011.

My Commission Expires: 4/26/15

Mary R. McCall

Signature of Notary

Notary Seal

Printed Name of Notary

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Mary R. McCall, Notary Public
City of New Castle, Lawrence County
My commission expires April 26, 2015

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EXHIBIT B

The Proposal

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Town of Lauderdale-By-The-Sea

REQUEST FOR PROPSAL
No. 11-01-02

FIREWORKS DISPLAY

RFP OPENING: MARCH 10, 2011 at 2:00 P.M.

Town Hall

4501 Ocean Drive

Lauderdale-By-The-Sea, FL 33308

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

REQUEST FOR PROPOSALS NO. 11-01-02

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals to provide:

FIREWORKS DISPLAY

The Town intends to award a contract to a firm(s) to provide services necessary for the project (the "Project") described herein.

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive sealed proposals until 2:00 p.m. (local), March 10, 2011, in the Office of the Town Clerk.

The Town's contact information for this RFP is:

Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Telephone: 954-776-0576.
Fax: 954-776-1857
Email: JuneW@lbts-fl.gov

RFP documents may be obtained via the Internet at the The Town of Lauderdale-By-The-Sea website at www.lauderdalebythesea-fl.gov and this RFP is posted on www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Town Clerk.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Bidder fails to submit any required documentation, if the Bidder is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

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PART I - STATEMENT OF WORK

A. OBJECTIVE

The Town of Lauderdale-By-The-Sea is a seaside community with a permanent population of about 6,000 that increases to about 9,000 during the winter season.

The Town of Lauderdale-By-The-Sea (Town) is seeking proposals from qualified firms, hereinafter referred to as "the Bidder," to provide all materials and services necessary to produce a safe custom aerial fireworks display at the Lauderdale-By-The-Sea beach pier on July 4, 2011, with an option for two additional years at Town's discretion, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP) No. 11-01-02. Renewal notice will be provided in advance in accord with the terms of the contract.

The Town's budget for the annual July 4th aerial fireworks show is $15,000 per year. The Town will not consider proposals that exceed this amount. The Town will select the Bidder offering the maximum value for the budgeted price. The town will consider the variety of color, mortar size, and overall effect of the proposed fireworks show.

B. SCOPE OF WORK

1. **Fireworks Display**: Bidder shall design and furnish a custom aerial fireworks display consisting of a grand opening, aerial display and grand finale. The Fireworks Display to be provided by the Bidder shall include all labor, equipment, materials, and other miscellaneous items necessary to provide a first-class aerial fireworks display of at least 20 minute duration, and includes transportation, set-up, firing, and clean-up of the area. Bidder agrees that all services will be performed in a professional manner by trained and qualified employees and contractors.

   a) **Bidder shall describe in its proposal the offered fireworks display (grand opening, main program, and grand finale).**

   b) **Bidder shall describe in its proposal the timing of fireworks display and what constitutes dead time or a delay in firing and what adjustments to the contract price shall be made for significant delay to the show start or excessive dead time.**

   c) **The show is to be shot electrically and the proposal shall describe the electrical firing system and equipment. Bidder shall describe in its**

proposal the alternative method(s) it would use to complete the show in the event of a fault in the electric firing system.

Bidder shall offer a variety of shell types. Shells must have different functions, patterns of break, colors and sizes. 50% of the shells offered for the show shall have a mortar size of 3" or less. No shells over 4" or less than 1/2" shall be included in the proposal.

d) **Bidder shall include in its proposal a complete list describing all of the shell types offered and include quantity, item/description, and size of shell or effect).**

All firework shells and boxes shall be clearly marked for identification, including size and what shells contain multiple projections so that inventory can be confirmed prior to set up. All types of firework shells used shall have been tested and assigned "EX" numbers by the appropriate regulatory agency.

Firing Area: The Town of Lauderdale-By-The-Sea has permission to use a portion of the Lauderdale-By-The-Sea Fishing Pier to launch the fireworks show. The cost to use the Pier will be paid by the Town. An aerial picture of the pier is attached (**Exhibit 1**). The address of the Pier is 2 Commercial Blvd, Lauderdale-By-The-Sea, FL 33308 and the Pier may be viewed on many Internet mapping programs.

The Pier will be totally closed on the morning of July 4th until 7:00 am for the transport of fireworks to the firing location. The selected Bidder shall commit to finish moving their fireworks into the firing location on the Pier by 7:00 am allowing the remaining section of the Pier can open for business. Any delay past 7:00 am will cause monetary damages to the Pier Operator. Once the fireworks are in the firing location, the selected Bidder has all day to set up the fireworks show.

Bidders are encouraged to inspect the Pier so they fully understand the logistics of transporting their fireworks and the possible locations of the firing area.

The Town will control access to the closed section of the Pier and provide police and fire protection while fireworks are on the Pier. The Town will provide Bidder sufficient plywood for it to place over the wood decking of the Pier at all firing locations to protect the decking from damage. A picture of the 2008 firing area on the Pier is attached (**Exhibit 2**).

2. **Personnel**:

Pyrotechnics Crew: Bidder shall furnish an appropriate number of operating personnel, which shall include a minimum of a supervisor and sufficient qualified additional personnel as required to competently provide the fireworks display required herein. **Bidder shall describe in its proposal the personnel that will operate this show.**

Radio and cellular phone contact shall be maintained between the pyrotechnical staff and the Town. The Bidder shall be responsible for supplying radios and cellular telephones to its personnel. The supervisor shall be available for pre-show logistics and safety meetings with representatives of the Town's fire and police personnel, and event chairperson at reasonable times, as necessary prior to the date of the show.

Representation: A representative of the company that has the authority to bind and make decisions for the company shall be present and available to Town representatives on the performance date.

3. **Storage of Fireworks**: Bidder shall safely store the fireworks being used for the event. Storage arrangements within the Town of Lauderdale-By-The-Sea must be approved by the Town's Fire Department.

4. **Permits**: The Bidder shall secure any and all necessary and required permits and permissions to conduct the fireworks show, including, by example and not limitation, all Federal (Environmental Protection), State, County and Town Permits. Fees for all permits issued by the Town will be provided without cost to the Bidder.

5. **Set-up and Clean-Up**:

   Bidder shall be responsible for all set-up, breakdown and clean up of the areas used by the Bidder. The timing of the delivery of the fireworks to the Pier shall be coordinated with the owners of the Pier and the Town to ensure maximum public safety.

   The Bidder shall also be responsible for the removal and disposal of all spent casings and debris created by the display. The firing location must be restored to its original condition after the show. Bidder shall conduct a search of the fallout area and beach at first light following the nighttime display and remove any shell debris.

   Bidder shall remove all dud material. The Bidder shall search the fallout area for duds immediately after the show using adequate lighting to ensure that the material is readily visible. All dud material must be disposed of in a safe manner, taking care to ensure against explosions or other similar safety considerations.

   Bidder shall describe in its proposal how a credit to the contract price for unexploded, unused or misfired shells will be calculated.

6. **Claim Record**: The top ranked Bidder shall, prior to contract award, provide its insurance claims record for the last (3) three years. Information required will be name of cities where Bidder provided displays resulting in a claim; and a brief description of the claims.

7. **Inspections**:

   Bidder shall be prepared for inspection on the day of the event at a time agreed upon between Bidder and Fire Chief or designee to inspect and count the shells. Bidder shall provide total access to Town Fire Marshall at all times on the day of the display.

Bidder shall email to designated Town staff by June 26, 2010, a detailed, itemized, inventory shipping list of all shells for the fireworks display. The fireworks material list will be compared to actual inventory on site and shells originally bid. Failure to deliver and ignite and launch all shells will result in a prorated amount being paid to the Bidder. The Fire Marshall shall verify the shell count after the show, insuring all shells were discharged during the show.

8. **Safety Zone**: The Town understands that NFPA Code 1123-1995 requires a safety zone of 70 feet per inch of fireworks and Town understands from past approvals that the firing area conforms to this requirement. Bidder will adjust the fireworks display for the event as necessary in order to comply with the NFPA standards.

9. **Licenses and Permits**: Bidder represents that it holds the license ("License") required by the United States Department of Treasury, Bureau of Alcohol, Tobacco and Firearms to perform the Work. Bidder warrants and represents to Town that the License shall be in full force and effect on the date of performance and further represents that it holds and will hold on the day of performance any other licenses required by any other governmental authority or agency to perform the Work. Bidder will provide Town with copies of any License renewals and any additional permits that may be required during the term of the contract.

10. **Cancellation or Postponement of Events**: Town has the right to cancel or postpone the performance at any time for any one of the following reasons: (a) inclement weather; (b) winds exceeding 20 miles per hour; or (c) governmental prohibition of fireworks displays due to inadequate rain, excessive dryness or other causes. If Town cancels the event, Town will pay the agreed upon cancellation fee. Town reserves the right to postpone the event until July 5 and Bidder agrees to perform on that date.

    Bidder shall specify in its proposal firm, fixed fees for cancellation or postponement and describe how such fees are calculated.

D. *TECHNICAL REQUIREMENTS*

The proposing firm must be regularly engaged in the business of providing fireworks displays for a minimum of five (5) years and must demonstrate that they, or the principals assigned to this project, have successfully completed services similar to those specified in this RFP, to at least one customer similar in size and complexity to the Town.

E. *INSURANCE AND LICENSES*

The successful Bidder shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the

Town, and (b) any required licenses. Name the Town and Fisherman's Pier as additional insured and provide 30 day notice of cancellation.

1. **Comprehensive General Liability Insurance** - $1,000,000 combined single limit of insurance per occurrence and $2,000,000 in the general aggregate for Bodily Injury and Property Damage and $2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage.

2. **Workers' Compensation Insurance** – Statutory.

3. **Comprehensive Automobile Liability Insurance** - $1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; $1,000,000 Hired & Non Owned Auto Liability.

4. **Professional Liability** –$100,000/$500,000/$1,000,000

F. *COMPLIANCE WITH LAW AND OTHER REQUIREMENTS*

Bidder will comply with all governmental and third party requirements and standards now in effect or enacted during the term of the contract award and applicable to Bidder, its employees, agents, and subcontractors, with respect to the Project, including the standards of the National Fire Protection Association ("NFPA"). The Bidder is assumed to be familiar with and shall comply with all applicable Federal, State, and local laws, including, without limitation, N.F.P.A. Code 1123 and the Florida Building Code as adopted by Broward County, ordinances, rules, and regulations that may in any manner affect the Work. All fireworks shall be performed according to the National Fire Protection Association Code for the Outdoor Display of Fireworks, NFPA Standard 1123 and the South Florida Fire Code Section 5238.

END OF PART I

The rest of this page is blank.

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP):

Bidder shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP.

Town shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

Contact information for the purpose of this RFP shall mean:

Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Telephone: 954-776-0576.
Fax: 954-776-1857
Email: JuneW@lbts-fl.gov

B. INVITATION TO PROPOSE; PURPOSE

The Town solicits proposals from responsible Bidders to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

C. CONTRACT AWARDS

The Town Commission anticipates entering into a contract with the Bidder who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Town selects a Proposal, the Town will provide a written notice of the award.

The Bidder understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Bidder. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town (with Commission approval, if applicable) and the successful Bidder.

FIREWORKS DISPLAY

Lauderdale-By-The-Sea RFP No. 11-01-02

Part II –General Information

D. PROPOSAL COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Bidders should prepare their proposals simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of the RFP.

E. INQUIRIES

The Town will not respond to oral inquiries. Bidders may mail, electronic mail or fax written inquiries for interpretation of this RFP to the attention of the City Clerk. Please mark the correspondence "**RFP No. 11-01-02 QUESTION**".

The Town will respond to written inquiries received at least 7 working days prior to the date scheduled for receiving the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town will email, mail or fax written addenda to any potential Bidder who has provided their contact information to the Clerk. Although the Town will make an attempt to notify each prospective Bidder of the addendum, it is the sole responsibility of a Bidder to remain informed as to any changes to the RFP.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Bidders of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING No pre-proposal meeting is scheduled.

H. PROPOSAL SUBMISSION

Bidders shall submit one (1) original and nine (9) copies of the proposal in a sealed, opaque package. The package shall be clearly marked on the outside as follows:

To: Town of Lauderdale-By-The-Sea
RFP No. 11-01-02
Project: Fireworks Display

Submitted by: _____
Address: _____.

Proposals shall be submitted in person or by mail. Email submittals are not accepted.

Late submittals, additions, or changes will not be accepted and will be returned to the Bidder unopened.

Due to the irregularity of mail service, the Town cautions Bidders to assure actual delivery of proposals to the Town prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the Town Clerk before proposal opening time. Bidders may withdraw their proposals by notifying the Town in writing at any time prior to the opening. Proposals, once opened, become property of the Town and will not be returned.

I. PROPOSAL FORMAT

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Bidders shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or competed in ink. Proposals shall be signed in ink. When an RFP requires multiple copies they may be included in a single envelope or package properly sealed and identified.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a Bidder to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Bidders shall prepare their proposals using the following format:

1. Letter of Transmittal
   This letter will summarize in a brief and concise manner, the Bidder's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Bidder, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Bidder must sign the letter of transmittal.

2. Title Page
   The title page shall show the name of Bidder's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.

FIREWORKS DISPLAY

Lauderdale-By-The-Sea RFP No. 11-01-02

Part II –General Information

3. Table of Contents
   Include a clear identification of the material by section and by page number.

4. Organization Profile and Qualifications
   This section of the proposal must describe the Bidder, including the size, range of activities, and experience providing similar services.

   Each Bidder must include:

   - Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
   - A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
   - Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s') background, training, experience, qualifications and authority.
   - Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits this document.

5. Experience
   The Bidder must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishment for each.

6. Approach to Providing Services
   This section of the proposal should explain the Scope of Work as understood by the Bidder and detail the approach, activities and work products to be provided.

7. Compensation
   The proposal shall document the fee proposal for the goods and/or services on RFP Form C.

8. Additional Information
   Any additional information which the Bidder considers pertinent for consideration should be included in a separate section of the proposal.

J. PROPOSAL – Procedural Information

1. Interviews:
The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses which Bidders may incur in connection with a presentation to the Town or related in any way to this RFP.

2. Request for Additional Information:
The Bidder shall furnish such additional information as the Town may reasonably require. This includes information that indicates financial resources as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Bidder as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.

3. Proposals Binding:
All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following opening. Town may desire to accept a proposal after this time. In such case, Bidder may choose whether or not to continue to honor the proposal terms.

4. Alternate Proposals:
An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Bidder, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

5. Bidder's Certification Form:
Each Bidder shall complete the "Bidder's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged before a notary public with notary seal affixed on the document.

K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Bidder's responsibility to

become familiar with these concepts. The contract will include a provision wherein the Bidder releases and agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records.

L. IRREGULARITIES; REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Bidder fails to submit any required documentation, if the Bidder is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

M. EVALUATION METHOD AND CRITERIA

1. General
The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Bidder, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on both an objective and subjective comparison of proposals and Bidders. The Town's decisions will be final. The Town's evaluation criteria may include, but shall not be limited to, consideration of the following:

A. ability to meet set standards;
B. availability of qualified personnel;
C. compensation;
D. expertise of personnel;
E. financial resources and capabilities;
F. past contracts with other governmental jurisdictions;
G. past performance records;
H. qualifications of Bidder;
I. references;
J. related experience in Florida;
K. technical soundness of proposal; and,
L. time frames.

2. Selection

The Town Manager may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection committee (the "Committee"). Either the Town Manager or the Committee will review all proposals received and establish a list of selected Bidders deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Commission and the Town Commission shall make a final award. The Town Manager may request an oral presentation from the Bidders. Bidders are advised that the Town reserves the right to conduct negotiations with the most qualified Bidder, but may not do so. Therefore, each Bidder should endeavor to submit its best proposal initially.

N. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, Bidder warrants and represents that:

1. Bidder has examined and carefully studied all data provided, and any applicable addenda; receipt of which is hereby acknowledged.
2. Bidder has visited the relevant site, if any, and is familiar with and satisfied as to the general locale and "site" conditions that may affect cost, progress, and performance of goods and/or services in their proposal.
3. Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
4. If applicable, Bidder has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Bidder, including safety precautions and programs incident thereto.
5. Bidder has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Bidder.
6. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
7. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage,

brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

O. Town Contract

The selected Bidder is expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

End of Part II

File: W:\4th of July\2011 July 4th\FIREWORKS 2011 RFP final.doc

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RFP FORM A

Bidder:_____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

   1.1. The correct and full legal name of the Bidder is:

   1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).

   1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

2. Please describe your company in detail.

3. The address of the principal place of business is:

4. Company telephone number, fax number and e-mail addresses:

5. Number of employees:

6. Name of employees to be assigned to this Project:

7. Company identification numbers for the Internal Revenue Service:

8. Provide Broward County occupational license number, if applicable, and expiration date:

9. How many years has your organization been in business? Does your organization have a specialty?

10. List the last three project of this nature that the firm has completed? Please provide project description, reference and cost of work completed.

11. Have you ever failed to complete any work awarded to you? If so, where and why?

12. Provide the following information concerning all contracts **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

13. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form B

Bidder:_____

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The Bidder guarantees the truth and accuracy of all statements and the answers contained herein.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact_____

   Title of Contact_____

   Telephone Number:_____Fax Number_____

2. Name of Contact_____

   Title of Contact_____

   Telephone Number:_____Fax Number_____

3. Name of Contact_____

   Title of Contact_____

   Telephone Number:_____Fax Number_____

4. Name of Contact_____

   Title of Contact_____

   Telephone Number:_____Fax Number_____

RFP Form C

Bidder:_____

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of Bidder: _____

Name of authorized representative of Bidder: _____

Project Cost

Deliverables	Annual Fee
2011 Show	$
2012 Show	$
2013 Show	$
Three Year Total	$

Please ensure your Proposal include the cost of all necessary expenditures to provide fireworks display.

By: _____ Date: _____

Name: _____

Title: _____

RFP FORM D

Bidder:_____

BIDDER'S CERTIFICATION

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Bidder hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other Bidder is interested in said proposal; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public

entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

_____
Name of Business

By: _____
Signature

_____
Print Name and Title

_____

_____
Mailing Address

State of _____
County of _____

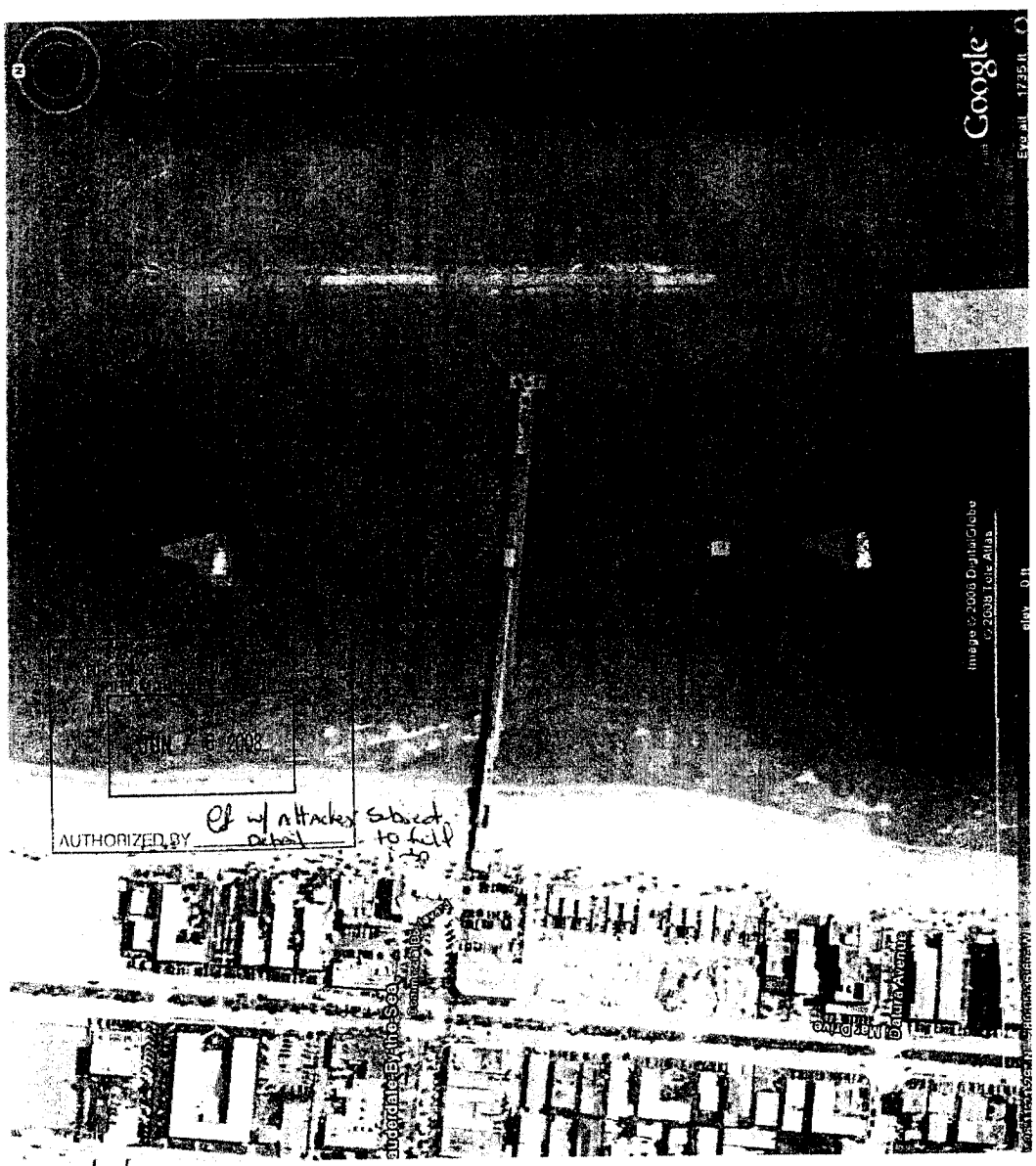
Sworn to and subscribed before me this _____ day of _____, 2011.

Notary Public

_____

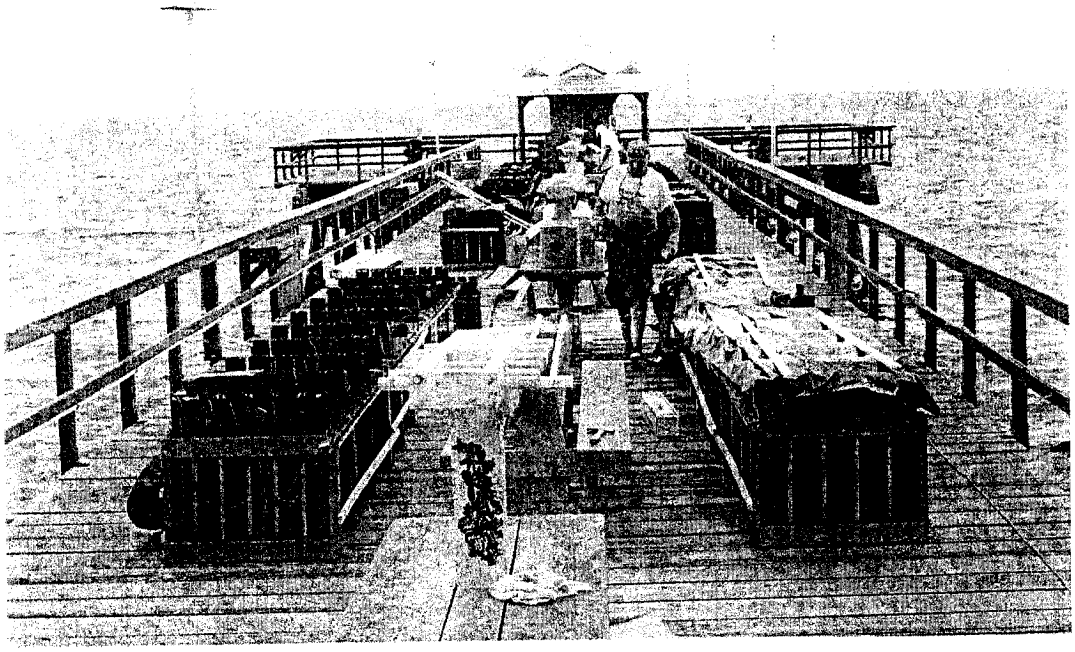
_____
My Commission Expires:

2008 Firework Display



Update
note: See attached detail notes regarding operation of areas being secured.

File: W:\4th of July\2011 July 4th\FIREWORKS 2011 RFP final.doc
Printed: 3/22/2011 at 4:27:57 PM



Set up on pier – previous year.

Exhibit B

ZAMBELLI
FIREWORKS
INTERNATIONALE

Exhibit B

RFP No. 11-01-02

March 5, 2011

Town Clerk
4501 Ocean Dr.
Lauderdale-by-the-Sea, FL 33308
Email: JuneW@lbts-fl.gov

Dear Ms. White,

As Regional Manager for Zambelli Fireworks it is my privilege to present the July 4, 2011 fireworks display proposal for the Town of Lauderdale-by-the-Sea.

My team has read and analyzed the Fireworks RFP and are fully committed to providing a spectacular display based upon the needs of the Town. Enclosed is our commitment to providing a full solution to the scope of work within the Town's allocated budget. Zambelli Fireworks has a working knowledge of the pier firing site and display dozens of shows annually from similar locations.

Trust is a key element and virtue that Zambelli Fireworks adheres. Our clients trust us to construct an extremely safe display. Our clients trust us to supply permits and insurance certificates accurately and on time. Our clients trust us to deliver well-trained, professional state certified technicians who get the job done correctly. Our clients trust us to supply the best, most premium fireworks in the industry. Our clients trust us to answer questions and deliver solid customer service and satisfaction. We ask that the Town of Lauderdale-by-the-Sea again trusts Zambelli Fireworks to display the July 4th fireworks.

Lastly, Zambelli Fireworks is local to South Florida. Having an office in Boca Raton for more than 30 years, our team both work and reside in Broward and Palm Beach Counties. Our commitment to serving our home towns and neighboring towns is very important to our company.

My personal cell phone number is 561-886-8626 and I'm available anytime for questions, concerns and feedback. The Zambelli team looks forward to again working with the Town of Lauderdale-by-the-Sea.

Cordially,

Mason Meyer
Regional Manager
Zambelli Fireworks
1 West Camino Real Blvd Ste 100
Boca Raton, FL 33432
(561) 395-0955 Office (561) 886-8626 Cell

TOWN OF LAUDERDALE-BY-THE-SEA

JULY 4TH FIREWORKS DISPLAY PROPOSAL

ZAMBELLI FIREWORKS
1 WEST CAMINO REAL BLVD
BOCA RATON, FL 33432
(561)395-0955
MASON MEYER

3/5/2011

RFP NO. 11-01-02 FIREWORKS DISPLAY

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Zambelli FIREWORKS

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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	251092931
Date Filed	03/02/1994
State	PA
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	09/27/2010
Event Effective Date	NONE

Principal Address

20 S. MERCER STREET
NEW CASTLE PA 16103

Changed 06/25/2009

Mailing Address

P.O. BOX 1463
NEW CASTLE PA 16103

Changed 05/01/1996

Registered Agent Name & Address

TAYLOR, W. DOUGLAS
1 W. CAMINO REAL
BOCA RATON FL 33487 US

Name Changed: 02/01/2008

Address Changed: 02/01/2008

Officer/Director Detail

Name & Address

Title PCEO

TAYLOR, W. DOUGLAS
1 W. CAMINO REAL
BOCA RATON FL 33487

Title SVP

38

RICHARDS, MICHAEL
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
2008	02/01/2008
2009	06/25/2009
2010	09/27/2010

Document Images

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

Note: This is not official record. See documents if question or conflict.

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COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

JUNE 11, 2010

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

ZAMBELLI FIREWORKS MANUFACTURING CO.

I, Pedro A. Cortés, Secretary of the Commonwealth of Pennsylvania

do hereby certify that the foregoing and annexed is a true and correct

copy of

ARTICLES OF INCORPORATION filed on August 3, 1960

which appear of record in this department.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

Pedro A. Cortés

Secretary of the Commonwealth

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011

DBA:
Business Name: ZAMBELLI FIREWORKS MANUFACTURING CO

Receipt #: 377-15127
Business Type: OFFICE/SALES/BUSINESS/ADMIN (ADMINISTRATIVE OFFICE)

Owner Name: DOUGLAS TAYLOR
Business Location: 1 W CAMINO REAL BLVD 100 PALM BEACH COUNTY

Business Opened: 07/02/2008
State/County/Cert/Reg:
Exemption Code: NONEXEMPT

Business Phone:

Rooms	Seats	Employees	Machines	Professionals

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	11.25	0.00	25.00	81.25

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

DOUGLAS TAYLOR
1 W CAMINO REAL BLVD STE 100
BOCA RATON, FL 33432

Receipt #032-10-00001610
Paid 02/09/2011 81.25

2010 - 2011

DEPARTMENT OF THE TREASURY - BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

LICENSE/PERMIT (18 U.S.C. CHAPTER 40, EXPLOSIVES)

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/permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. See "WARNING" and "NOTICES" on back.

DIRECT ATF CORRESPONDENCE TO

Christopher R. Reeves
Chief, Federal Explosives Licensing Center (FELC)
Bureau of Alcohol, Tobacco, Firearms and Explosives
244 Needy Road
Martinsburg, West Virginia 25405
Telephone: 1-877-283-3052 Fax: 1-304-616-4401

LICENSE/PERMIT NUMBER: **8-PA-073-20-2B-02043**

EXPIRATION DATE: **February 1, 2012**

NAME

ZAMBELLI FIREWORKS INTERNATIONALE

Premises Address CHANGES? You must notify the FELC at least 10 days before the move

20 SOUTH MERCER STREET
NEW CASTLE, PA 16101-

TYPE OF LICENSE OR PERMIT

20-MANUFACTURER OF HIGH EXPLOSIVES

CHIEF, FEDERAL EXPLOSIVES LICENSING CENTER (FELC) Christopher R. Reeves

Christopher R. Reeves

PURCHASING CERTIFICATION

I certify that this is a true copy of a license/permit issued to me to engage in the activity specified.

(SIGNATURE OF LICENSEE/PERMITTEE)

Mailing Address CHANGES? You must notify the FELC at least 10 days before the change.

ZAMBELLI FIREWORKS MANUFACTURING CO
ZAMBELLI FIREWORKS INTERNATIONALE
PO BOX 1463
NEW CASTLE, PA 16103-

The licensee/permittee named herein shall use a reproduction of this license/permit to assist a transferor of explosives to verify the identity and status of the licensee/permittee as provided in 27 CFR Part 555. The signature on each reproduction must be an ORIGINAL signature.

ATF F 5400.14/5400.15, Part 1 (8/89)

RFP FORM A

Bidder: Zambelli Fireworks Mfg., Co.

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

   1.1. The correct and full legal name of the Bidder is: Zambelli Fireworks Mfg., Co.

   1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).

   1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
   President & CEO: W. Douglas Taylor. Secretary: Sandy McStay

2. Please describe your company in detail.
   Please see attached "Organization Profile and Qualifications", pages 3-5

3. The address of the principal place of business is:
   1 W. Camino Real Blvd, Ste 100, Boca Raton, FL 33432

4. Company telephone number, fax number and e-mail addresses:
   (561) 395-0955, (561) 395-1799, masonmeyer@zambellifireworks.com

5. Number of employees:
   50

6. Name of employees to be assigned to this Project:
   Please see attached "Zambelli Fireworks Team for Service, Logistics and Production", pages 7-8

7. Company identification numbers for the Internal Revenue Service:
   25-1092931

8. Provide Broward County occupational license number, if applicable, and expiration date:
   License#377-15127, Expiration Date: September 30, 2011

9. How many years has your organization been in business? Does your organization have a specialty? Our company has been in business since 1893, however it was incorporated on August 1, 1960 in Pennsylvania. Our specialty is professional fireworks displays.

10. List the last three project of this nature that the firm has completed? Please provide project description, reference and cost of work completed.
    Please refer to answer 12 of this form.

11. Have you ever failed to complete any work awarded to you? If so, where and why?
    No.

12. Provide the following information concerning all contracts in progress as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
July 4th Fireworks	City of Coral Springs	$30,000	7/4/11	40%
July 4th Fireworks	City of Orlando	$27,500	7/4/11	40%
July 4th Fireworks	City of Greenacres	$11,200	7/4/11	40%
July 4th Fireworks	Village of Wellington	$30,000	7/4/11	40%
July 4th Fireworks	Palm Beach County	$15,000	7/4/11	40%
July 4th Fireworks	City of Naples	$30,000	7/4/11	40%
July 4th Fireworks	Town of Miami Lakes	$20,000	7/4/11	40%
July 4th Fireworks	City of Aventura	$25,000	7/4/11	40%
July 4th Fireworks	City of Miami Beach	$25,000	7/4/11	40%

(Continue list as necessary)

13. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
No subcontractors.		

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form B

Bidder: Zambelli Fireworks Mfg., Co.

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The Bidder guarantees the truth and accuracy of all statements and the answers contained herein.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact Ann Butler - Palm Beach County

   Title of Contact Manager

   Telephone Number: (561) 488-7414 Fax Number (561) 242-6979

2. Name of Contact Jay Smith - Bal Harbour Village

   Title of Contact Director of Human Resources and Community Outreach

   Telephone Number: (305) 866-4633 X:312 Fax Number (305) 993-5284

3. Name of Contact Robert Sherman - City of Aventura

   Title of Contact Community Services Director

   Telephone Number: (305) 466-8930 Fax Number (305) 466-3277

4. Name of Contact Mike Leslie - City of Naples

   Title of Contact Community Services Assistant Director

   Telephone Number: (239) 213-7111 Fax Number (239) 213-7130

RFP Form C

Bidder: Zambelli Fireworks Mfg., Co.

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of Bidder: Zambelli Fireworks Mfg., Co.

Name of authorized representative of Bidder: Mason Meyer

Project Cost

Deliverables	Annual Fee
2011 Show	$15,000
2012 Show	$15,000
2013 Show	$15,000
Three Year Total	$45,000

Please ensure your Proposal include the cost of all necessary expenditures to provide fireworks display.

By: _____ Date: 3/5/11

Name: Mason Meyer

Title: Regional Manager

RFP FORM D

Bidder: Zambelli Fireworks Mfg., Co.

BIDDER'S CERTIFICATION

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Bidder hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other Bidder is interested in said proposal; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public

entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Zambelli Fireworks Mfg., Co.
Name of Business

By: _____
Signature

Mason Meyer - Regional Manager
Print Name and Title

1 W. Camino Real Blvd, Ste 100

Boca Raton, FL 33432
Mailing Address

State of FLORIDA
County of PALM BEACH

Sworn to and subscribed before me this 9th day of MARCH, 2011.

Notary Public
_____

FEBRUARY 11 2012
My Commission Expires:

Ana C. Esturilho
COMMISSION # DD757666
EXPIRES: FEB. 11, 2012
WWW.AARONNOTARY.com

Zambelli
FIREWORKS

Organization Profile and Qualifications

Proudly known as the "First Family of Fireworks," Zambelli Fireworks is the oldest and largest American fireworks display company.

The corporate headquarters are based in New Castle, PA. The southern region office is located in Boca Raton, FL with office and equipment/shell storage facilities throughout the United States serving 40 states. Zambelli Fireworks currently employees over 50 full-time individuals and thousands of trained, qualified pyro-technicians. All full-time staff and technicians working with the display will be fully trained, federally approved Zambelli employees.

The Zambelli family has manufactured the highest quality fireworks and has presented artistic excellence in fireworks displays for over 120 years.

Zambelli is a name recognized and respected, worldwide. Fireworks competitors strive to achieve the name recognition that Zambelli Fireworks commands today.

Zambelli Fireworks is known worldwide for setting the industry standard in show design and technology.

Antonio Zambelli arrived in New Castle, PA in 1893 and brought with him his infamous little black book of secret fireworks ingredients for manufacturing. Today many of those same recipes are being used to manufacture shells and mines by Zambelli family members.

As new firing and design technologies have evolved over the past 25 years, Zambelli Fireworks has been on the forefront of both testing the hardware/software and pushing the envelope on computer-firing choreography to musical soundtracks. The design team in place at Zambelli Fireworks has more than 100 combined years of fireworks productions. Zambelli Fireworks exclusively uses the Fire One computer firing system for all choreographed displays. Its reliability is second to none for perfectly designed, choreographed displays.

The goal is to design unique displays so an audience will never see the same show twice. We're our own biggest critics when it comes to show design therefore we're always looking to outdo ourselves benefiting our clients and audiences.

Some of the top master pyrotechnicians in the industry are longtime employees of Zambelli Fireworks.

Experience means quality. Zambelli Fireworks have dozens of full-time employees who have made careers in the fireworks industry. Their long-term commitment to the industry benefits clients every display. The company does not simply employ individuals who think fireworks are a fun hobby. They treat every display as a full-fledged, serious production to amaze crowds of people from around the world.

There's a tremendous dedication and investment for technician training to ensure the safest display possible with the highest quality production.

All of our display technicians have attended Zambelli Fireworks extensive training program and have met all of the rigid safety procedures, which exceed state and federal requirements. Zambelli offers numerous different training courses with extensive classroom and hands-on training per year. New technicians must also work hand in hand with experienced technicians to gain competence and meet the highest safety, regulatory and overall performance standards.

In addition to safety, Zambelli technicians are trained to work professionally. Our goal is to arrive on show day and provide a turn-key event while letting clients focus on the many other variables of their event.

Zambelli Fireworks exists as the most successful fireworks company in the United States for one reason...customer service and satisfaction EVERY SHOW!

Zambelli Fireworks is proud to be the largest fireworks company in the United States. However we cannot rest on our laurels by simply being the largest. We must provide quality and customer satisfaction with every client and every show. Clients trust Zambelli Fireworks to successfully produce thousands of displays every year. Our goal is to outperform with every show large or small.

Zambelli FIREWORKS

Company Experience

Internationally known programs

The Statue of Liberty 2000 Celebration, various Super Bowls and World Series, Presidential Inaugurations (Carter, Reagan, Bush), Times Square New Years Eve, Mount Rushmore July 4th, Washington D.C.(mall), Centennial Olympic Park Atlanta, 2010 Oman World Fireworks Competition and More!

Top U.S. Festivals and Civic Celebrations Within Past Year

Thunder Over Louisville/Kentucky Derby Festival, Minneapolis Aquatennial, Pittsburgh 250th Anniversary, Boise Riverfest, Macon Cherry Blossom Festival, North Carolina State Fair, Canton Football Hall of Fame, Tampa Gasparilla Celebration, Florida State Fair, numerous First Night New Year's Eve events, the Florida International Airshow and many more…

Sports Franchises and Venues Within Past Year

Detroit Tigers, Pittsburgh Pirates, Baltimore Orioles, Colorado Rockies, St. Louis Cardinals, Washington Redskins, Pittsburgh Steelers, Ft. Myers Miracle, Carolina Mudcats, Buffalo Bison, Charleston Riverdogs, Winston-Salem Wart Hogs, Louisville Bats, Clemson University, University of Miami and a number of other College and HS Football venues and more!

Piers/Beach/Barges Within Past Year

Naples, FL. (Pier), Deerfield Beach, FL (Pier), Miami Beach, FL. (Beach), Green Cove Springs, FL. (Pier), Myrtle Beach, SC. (Pier), Murrells Inlet, SC. (Pier), Gasparilla Pirate Festival Tampa, FL. (Barge), Pompano Beach, FL. (Barge), Siesta Key, FL. (Beach), Amelia Island Plantation, FL. (Beach),

Zambelli Fireworks has experience displaying 2,000+ shows in nearly 40 states every year in addition to Mexico, the Caribbean and other regions of the world.

Value Added Customer Experience

- **Turnkey Production** – Our job is to make your job easier.
  - Permit applications, site maps, fire dept. coordination, strict load-in schedules
  - Insurance documents for certificate holders and additionally insured.
  - Technicians who are licensed, well-trained, punctual, and professional.
  - Pre-show, show day, and post-show follow-up and customer service.

- **Legacy** – Zambelli Fireworks has displayed over one-hundred thousand displays.
  - Since 1893 the Zambelli family has produced displays and manufactured the most spectacular fireworks.
  - A long history benefits you by having a well experienced team.
  - The Zambelli team works daily to remain the industry leader in new designs, effects and computer choreography.
  - Technicians strive to learn and work with Zambelli fireworks.

- **Company Size** – There are many benefits to being the largest fireworks company in the United States
  - World-class designers producing worldwide events.
  - Zambelli's buying power assures better quality fireworks without higher expenses benefiting our clients.
  - Highest level of insurance in the industry. ($10 million per project policy with A+ rated companies.)
  - Technicians located in every state in the US.
  - Dozens of regional storage facilities to cut costs for our clients.
  - Quality equipment – Every year Zambelli buys new equipment to replace anything outdated, outmoded or unsafe.

Zambelli Fireworks Team for Service, Logistics and Production

Philosophy: Zambelli Fireworks strives to provide the most turn-key, hassle free display. The team works together to address all variables before the display, during the display and post-production. The team working on the Lauderdale-by-the Sea display is 100% local to South Florida.

Mason Meyer: Regional Manager

As Regional Manager, Mason primarily works to manage the team in place. He has 15 years fireworks technician experience and 15 years business experience. The two allow Mason to understand the nature of the fireworks displays while also understanding the nature of what it takes to provide stellar client satisfaction. Mason will be the primary Project Manager for Lauderdale-by-the-Sea and will provide most of the front-end coordination and logistics. He will provide about 65% of the pre-show work and post-show service. Mason has full authority to bind the corporation in agreements and negotiate.

Ana Esturilho: Customer and Logistics Manager

When it comes to permits, insurance documents, technician coordination and all things "behind-the-scenes", Ana is the "go-to" person at Zambelli Fireworks. For more than seven years Ana has worked tirelessly to make sure each production has every T crossed and I dotted. Her great personality and dedication to making sure every display occurs without a hitch is second to none. Ana has in-depth experience working with the authorities having jurisdiction, the various environmental groups, and may other parties important in the fireworks display process. She will provide 35% of the pre-show work and post-show service. Ana has full authority to bind the corporation and make decisions.

Jay Sparks: Senior Fireworks Technician

Jay is an 18 year fireworks technician with Zambelli Fireworks. He has displayed numerous shows electrically from beaches, bridges, barges and piers. His primary specialty are either water-borne or beach displays. Jay has displayed shows for Pompano Beach, Sanford, Tamarac, The Plantation at Amelia Island, the Atlanta Braves, and many more. He will be lead technician for the July 4th display. Jay has been thoroughly vetted through numerous Zambelli Safety training courses. He has the authority to bind and make decisions for Zambelli Fireworks.

Zambelli
FIREWORKS

Customer Service and Logistics Team (Cont'd)

Two additional trained Zambelli technicians will be utilized for the July 4th display as assistants to the supervisor Jay Sparks.

Bobby Confert: 8 years of experience displaying electrically-fired displays with Zambelli.
Fredrick Voth: 13 years of experience displaying electrically-fired displays with Zambelli Fireworks.

Experience

Zambelli Fireworks has been providing professional fireworks displays for more than 120 years in the United States. Over that time the company has displayed more than 100,000 displays, mostly with local municipalities and governmental agencies.

Regarding the scope of work for Lauderdale-by-the-Sea, Zambelli Fireworks has fired hundreds of displays from piers, beaches and barges. The Florida team especially has in-depth knowledge and experience dealing with Coast Guard regulations, Marine Patrol, Beach and other environmental situations and permitting.

References and their contact information are all listed on the completed RFP Form B. All references listed have been long-time, loyal clients with Zambelli Fireworks. Each have had successful annual displays.

The team has read the full RFP and understand the nature needing to be fully loaded on the pier by 7AM July 4th. The show will be set by 2 hours prior to the display time and all equipment will be removed immediately after the display.

Zambelli FIREWORKS

Scope of Work

Show Date: July 4th, 2011. Rain date July 5th, 2011.

Show Duration: High impact 22-23 minute display. The show will be fired with a Pyro Magic electric firing unit.

All inclusive Budget: $15,000

Insurance Liability Coverage: $10 Million Dollars to cover the Fireworks Display. Zambelli Fireworks uses a PER PROJECT policy meaning every display is covered with $10 million of coverage regardless of any prior claims. All insurance companies are A Rated.

Transportation Liability Coverage: $5 Million as required by United States Department of Transportation.

Worker's Compensation: Pyrotechnicians will meet all of the requirements of the Worker's Compensation Laws of Florida.

License & Permits: Zambelli Fireworks will obtain all required local, county and state fireworks permits and approvals. In addition any environmental regulations will be handled by Zambelli.

Transportation: Fireworks and equipment will be delivered by qualified CDL-Hazmat drivers as required by US and Florida DOT. No fireworks will be stored onsite.

Personnel: Only Florida trained and licensed lead technicians and trained assistants will be assigned to the display.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 & 1126 codes and state codes will be strictly enforced. All mortar racks are framed and apply to NFPA-1123 standards.

Zambelli FIREWORKS

Scope of Work (A) Offered Fireworks Display Segments

OPENING: The opening of a fireworks display should certainly not upstage the main body of the program. A film director never puts the best car chase scene at the beginning of the movie. An opening barrage will certainly get the attention of the audience and entice them to pay attention…"The show has just begun." The opening barrage for the Town will certainly impress as thundering titanium salutes coupled with the most patriotic of colors, Red/White/Blue, will fill the skies.

Duration: 30 seconds

BODY OF PROGRAM:

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 emotions. Some firework shells are designed to have extreme intensity while others are designed to slow the pace down with slower, softer effects. Multiple uses of fan boxes (multi-firings at angles) will truly light up the entire sky over Lauderdale-by-the-Sea for the audience. As time progresses the show will grow in intensity with larger scale four inch shells until…

Duration: 20 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 show. A poor finally will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the best and biggest 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 slight angles to create a complete wonderful, sky-covered effect.

Duration: 90-100 seconds **TOTAL DURATION: 22-23 minutes**

Zambelli
FIREWORKS

Style and Design Experience

Zambelli Fireworks will fill the skies over the pier at Lauderdale-by-the-Sea with hundreds of various effects and shells. While many bids are simply based upon "how many shells" versus "quality shells," the company still strives to impress how premium products can make a critical difference in the total quality of the display. A great meal isn't based upon how many ingredients it includes, but rather the quality of the ingredients and the methods used to prepare the final outcome. Here are some of Zambelli's design methods to create a phenomenal display:

1. Using two positions of 3 inch shells and 4 inch shells allow for some various effects. The technician can fire back and forth between the two positions or shoot both positions simultaneously. Using shells such as gold or silver glitter, or multi-breaks like rainbow crossettes or scattering shells, will be most impressive to the audience.

2. While the smaller 3 inch shells are breaking left and right of show center, the larger 4 inch shells will be timed perfectly to break in the center position. Not only will the audience see the sky painted left and right of show center, but will also see the sky painted high above the water. This "stacking" effect allows for the same shell in different sizes to be used to create a tableau of effects from 300 to 450 feet from the water simultaneously.

3. Call and answer segments. When firing from a left and right position you have the ability to fire one shell left and then one shell a second later right. This "call and answer" style is very popular for displays to build with smaller shells and then grow larger in size. When you achieve the largest shell you can fire 4 or 5 shells simultaneously to create a mini finale barrage.

4. Single shell tableau. Sometimes a single style shell fired multiple times at multiple heights has a "Magical" appeal. Some of these shells include Willows (Kamorus), Gold or Silver Strobes, Crackling Spiders, Large Ring or Saturn shells, etc. The design team will take various segments and find places to build these awesome shells into a mesmerizing effect.

Style and Design (cont'd)

Zambelli Fireworks has thousands of choices in inventory for designing a show. Every color, every effect, and nearly every design is in the Zambelli inventory ready to be selected and used in a display. Our clients benefit from the huge depth of inventory by seeing fireworks effects year after year that are new to them.

Below are some varieties of the specialized products that will be incorporated into the Lauderdale-by-the-Sea display.

Some Premium Effects Utilized in the Display

3 inch and 4 inch Diamond Screamer Shells	Aerial shells, whistling effects surrounded by a bright glittering chrysanthemum. Big crowd pleaser.
4 inch Red and Green "Go-Getter" Shells	Red or green shells that break, and then seconds later the sky fills with scattering stars.
3 and 4 inch Pixie dust Willows with White Tips	Beautiful light gold waterfalls slowly dripping down toward the ground. Great when 10 to 15 shells fired simultaneously.
4 inch Crossed-Silver Rings w/ Midnight Snow	Two bright sliver rings crossing mid-air with a light dusting of white flitter below the rings.
4 inch Straw Hats with Midnight Snow Ring	A very unique straw hat shape with a lightly ring made with white dust.
4 inch Cut Glass: 5 arms Stained Glass	A spectacular shell mixing deep colors to create a stained glass look. Great when fired above 3 inch white flitter shells.

Zambelli FIREWORKS

Style and Design(cont'd)

3 and 4 inch Twice Crackling Rain	Small stars of light blue drop slowly toward the ground while crackling. Fire 5 or more shells for an array of beauty.
4 inch Orange Peony with Kaleidoscope Pistil	Fire two large 4 inch orange shells simultaneously with a little angle on each for two HUGE orange blasts. Do this 4 to five times in a row to create a brilliant sky for 10 seconds.
4 inch Electric White to Red-Green Pistil	A brilliant white break with red and green accents in the middle of the shell.
3 and 4 inch White Flitter Crossettes	The shell breaks with about 8 white arms, each arm again breaks into 5 arms, those again break into 3 arms. Total duration is 6 seconds per shell.
4 inch Circled Chrysanthemum	A large colored chrysanthemum surrounded inside a colossal ring.
3 and 4 inch Thunder and Rainbow	Rainbow colored shell with dozens of loud reports in each shell. Multiple firings create a fabulous colorful and loud tableau.
4 inch Bow-Tie with Ring	A unique shape rarely seen in fireworks. The audience will see this unique shape up to five times.
4 inch Rhapsody in Blue	A blue crossing shell that pleases for more than 5 seconds each.
3 and 4 inch Spinning Tourbillions	Multi-colored serpent shells that have a slow, twisting star spiraling to the water.

*NOTE: These are just a small selection of hundreds of different shells that will be used in the Lauderdale-by-the-Sea display.

Zambelli FIREWORKS

Scope of Work (B)

Duration/Firing Timing: The Zambelli Fireworks philosophy regarding timing and intensity of a display is to never have ANY dead air. The proposal includes a modest barrage for the opening segment, the main body of the program, and a high intensity finale.

The main body of the program will be approximately 20 minutes. Shooting 600 aerial display shells equates to one shell fired approximately every two seconds. Most shells, after breaking in the sky, have a 2 to 5 second duration. Therefore with shells fired every two seconds there will constantly be something in the sky. In addition, about 75% of the shells used will have comet tails that produce white, silver, strobing or crackling effects.

Lastly, Zambelli uses multi-shot devices to provide a nearly constant low-level barrage during the display. These low-level effects cover the sky between 100 and 250 ft in the air just below the 3 inch shells. These devices look spectacular over the water and really enhance a display's volume.

Dead Time/Delay in Firing: During the display there should not be any extended "dead time." A show designed to have shells fired every two seconds does not allow for any dead air spots. Only in the rare situation where a shell has a catastrophic failure and destroys equipment around the failure would we experience any dead spots of any length. A catastrophic failure of a shell, while rare, occasionally happens.

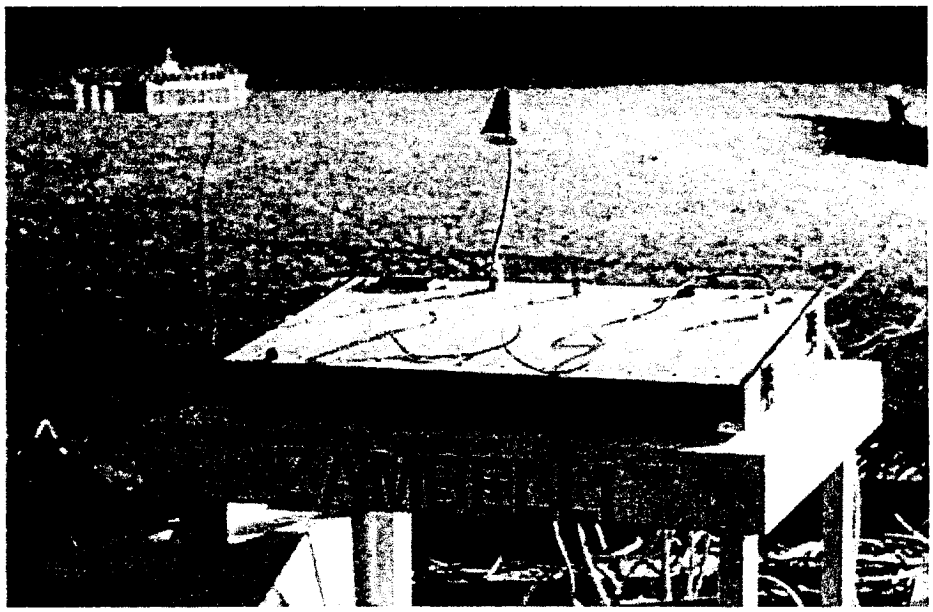
Zambelli Fireworks policy regarding delays or cancellations for technician error:

- If a major failure happens during a display causing a major delay in time (more than two minutes) one-half of the display will be credited back to the client. This is only if the rest of the display is fired without any other problems.
- If a major failure happens during a display causing extensive delays in time (ten minutes or more) than a full refund of the display will be credited.
- If a display starts late due to technician error, Zambelli Fireworks will credit back 25% of the display for each 15 minute period the show is delayed. If the show is to begin at 9PM and the show starts at 9:16 a 25% credit will be given back to the client. If the show starts at 9:31PM 50% of the display costs will be credited. Etc.
    - The above scenarios rarely happen at Zambelli Fireworks. Out of 600 displays in Florida over the past three years we have not had this situation occur beyond weather related problems.

Zambelli FIREWORKS

Scope of Work (C)

Electrical Firing Equipment: Zambelli uses primarily Pyro Magic Firing Systems for its manually-fired, electric displays. All shells and devices will have electric match (e-match) installed onsite after the shells are loaded into the mortar tubes. All e-matches are installed to electrical rails (slats) and connected to a main firing panel which is operated by one technician.



These firing panels are extremely reliable and every unit is double checked for proper operation prior to displays. There are three parts to every unit. The cables/rails, the firing panel, and a battery unit. Systems will come with two battery units. One is for the primary use while one is for a backup.

Alternate Method of Firing: In the very unlikely event that a firing panel fails, there is only one way to discharge the fireworks. The only way to fire shells once an electric show has been fully erected is to fire the shells by fuses. This is NOT recommended however as it is a dangerous practice to light shells after electric matches have been installed. This probably would not be an option with the local Fire Marshal.

In 2009 and 2010 Zambelli displayed over 1,200 July 4th displays. No electrically fired show had a report of any malfunctions with the firing systems.

Zambelli FIREWORKS

Scope of Work (D)
Shell Quantities

OPENING:

40	Three Inch Titanium Salutes with tails (loud, thundering booms to get the show started)
40	Three Inch Color Red, White and Blue Shells with tails coupled with bright colorful flowers
12	Four Inch Gold Rain Shells with tails

Duration: 30 seconds **Total shells: 92**

BODY OF PROGRAM:

240	Three Inch Assorted Colors, Patterns and Special Design Shells with tails
312	Four Inch Assorted Colors, Patterns and Special Design Shells with tails

Duration: 20 minutes **Total Shells: 552**

MULTI-SHOT DEVICES: **4,000 total shots of rapid-fire, multi-shot devices including Crackle, Crossettes, Palm Trees, Popping Flowers, Colorful Salutes, Peonies, Chrysanthemums, Falling Leaves, Smiley Faces, etc.**

Multi-shot devices are NOT aerial shells. These are simply rapid-fire devices designed to enhance a display from 100 to 250 ft in the air and below the 3 and 4 inch shells.

GRAND FINALE:

100	Three Inch Titanium Salutes with tails (loud, thundering booms)
200	Three Inch Assorted Color Shells with tails
300	Four Inch Assorted Colors Shells with strobes/willows

Duration: 90-100 seconds **Total shells: 600**

TOTAL DURATION: 22-23 minutes

Total AERIALSHELLS: 1,244 Complete **Total MULTI-SHOTS: 4,000 Complete**

Total 3" shells 620 (50% of total aerial shells)
Total 4" shells 624 (50% of total aerial shells)

Shell Types and Designs

Zambelli Fireworks uses a large variety of fireworks for each display to give the audience an amazing variety of sights and sounds. The Zambelli team prides itself in having one of the largest and in-depth fireworks inventories to share with audiences from around the world. We guarantee that many of these effects have never been seen before in the Lauderdale-by-the-Sea July 4th display. .

There are more than 700 different three inch and nearly 700 different four inch shells currently in stock. Below are lists of some of the shells that will be included in the Town's display.

M= Multi-effect or color changing S=Special Design/Premium P= Patterns

Approximately 4 to 5 of each of the below shells will be incorporated into the display.

3" Shells (all with rising tails):

Multi-Color Chrysanthemum (M)
Flashing Gold Lights (S)
Yellow Waves
Sparkling Pink Lights (S)
Golden Waves
Blue Peony
Splendid Red Flowers
Sparkling Silvery Lights (S)
Red Waves
Peacock Tails (S)
Purple Chrysanthemum
Variegated Colorful Flowers (M)
Kaliedescope with Silver Pistil (S)
Pink Strobe
Blue Dahlia with tail
Red, White and Blue Dragon Eggs (S)
Green Dahlia
Silver Crowns (S)
Red Rings (P)
Diamond Screamers (S)
Purple Coconut Tree (S)
Silver to Red Chrys. (M)
Red and White Crackling (S)
Purple and Green Scattering (P)
Serpents (Tourbillions) (M)
Colorful Floating Stars (S)
Blue to Purple Starbursts (M)
Sparkling Red Lights (S)
Blue Waves
Gold Sparkling Kamikazes (S)
White Waves
Silver Chrysanthemum
Sparkling Golden Lights (S)
Green Rings with tails (P)
Red - Blue Chrysanthemum (M)
Red Ring with Rising Tail (S)
Purple Peony w/ Silver Pistil (M)
White Crackling Flowers (S)
Purple Crackling (S)
Red, White and Blue Bees (M,S)
Silver Strobes
Blue Bees (S)
Crackling Spider (S)
Silver to Gold Brocades (M)
White Poco Horsetails (S)
Red Coconut Tree (S)
Purple and Red Rings (P)
Lemon Peony with tails
Twinkling Kamuros (S)
Crackling Crossettes (M)

Approximately 5 of each of the below shells will be incorporated into the display.

4" Shells *(all with rising tails)*

Blooming Silvery Chrysanthemum
Variegated Colorful Flowers (M)
Yellow Waves
Red to Blue Chrysanthemum (M)
Sparkling Green Lights
Splendid Red Flowers (S)
Red Waves
Peacock Tail (S)
Purple Floating Stars (S)
Thundery (S)
White Waves
Blue to Green Chrysanthemum (M)
Green to silver to Blue Peony (M)
Coconut Tree to Rising Golden tail (S)
Assorted Color Dahlia
Diadem with Silver Pistil (S)
Red Heart with tails (S)
Gold Strobes
Silver Willow with Thunders (M)
Bowtie with Ring (P)
Red and White Flitter (S)
Silver Waves to Blue Peony (S)
Blue Crowns with tails
Diamond Screamers (Whistles) (S)
Pixie Dust Willows (S)
Red Bowtie with Ring (P)
Artillary Titanium (S)
Red/Green Crackling Flowers (M)
Long Duration Kamuro (S)
Blue and Spangle with Tails (M)
Gold and Red Tip Palm Trees (S)
Tree of Many Colors (S)
Brocade Crown Octopus (S)
Tourbillions (M)
Red Distant Waves (S)
Flashing Golden Lights
Twice Presented Flowers (M)
Sparkling Pink Lights
Multi-Color Chrys. (M)
Sparkling Silvery Lights
Gold Waves
Blue Floating Stars (S)
Red Chrysanthemum
Grand Celebration(S)
Gold Sparkling Kamikazes (S)
Red to Blue Rings (P)
Silver to Red Rings (P)
Silver Wave to Blue Peony (M)
Blue Peony with Gold Palm (M)
Brocade Crown to RWB (S)
Saturn Ring with Silver Tail (S)
Red Gamboge to RWB (M)
Red Hearts (P)
Peacock Tails (S)
Blue Coconut Trees (S)
RWB Triple Rings (P)
Silver to Purple Chrys. (M)
Saturn Rings with Silver Tail (P)
Brocade Purple to Red (M)
Green Peony w/ ti-reports (M)
Glittering Coconuts (S)
Glitter Silver to Variegated Chrys. (M)
Gold Crossettes (M)
Popping Chrys. (S)
Gold Rain Spiders (S)
Variegated Falling Leaves (S)
Red to Glittering Crossette (M)
Clusters of Silver Bees (S)

Zambelli FIREWORKS

Compensation

Please see RFP FORM C for completed information on the fee proposal for the services rendered.

Pro-rating shells not fired during the show:

It is typical in an electrically fired display to have between 1% and 2% of shells not fire. This can be due to a bad electric match, a cable or siat being "bounced" with the concussions, a bad piece of black match within the shell, etc. 1% to 1.5% of shells not firing would equate to 12 to 18 shells not firing in the Lauderdale-by-the-Sea display. If the amount exceeds 19 shells not firing Zambelli Fireworks agrees to paying a unit price of $5.00 per shell above that amount. It is rare to have more than 1.5% of shells not fire within a display and our design team factors this in while designing a display.

Postponement/Cancellation Fees:

If the weather prevents Zambelli Fireworks from firing on July 4th the agreed rain date is July 5th with no penalty fees.

If the show is postponed beyond the agreed rainout date of July 5th, the fee would be 20% of the total display price. ($3,000.)

If the show is cancelled outright the policy is to retrieve 30% of the total cost of the display. A $15,000 display would have a cancellation of $4,500.

Additional Information

Please find on the following pages a sample insurance certificate for your reference.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER
Brown Gallagher and Associates, Inc.
6200 ROM Center Rd.
Cleveland OH 44129

CONTACT NAME:
PHONE: [illegible] FAX: [illegible]
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: [illegible] Insurance Co.	
INSURER B: Granite State Insurance Co.	23809
INSURER C: [illegible] Insurance Inc. Co.	
INSURER D: [illegible] Financial Assurance	
INSURER E:	
INSURER F:	

INSURED
Cassella Fireworks Mfg. Co., Inc.
PO Box 1463
New Castle PA 16103-1463

COVERAGES CERTIFICATE NUMBER: [illegible] REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- JECT LOC			[illegible]	[illegible]	[illegible]	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			[illegible]	[illegible]	[illegible]	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			[illegible]	[illegible]	[illegible]	EACH OCCURRENCE	$2,000,000
							AGGREGATE	$2,000,000
								$
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N/A	[illegible]	[illegible]	[illegible]	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$[illegible]
							E.L. DISEASE - EA EMPLOYEE	$[illegible]
							E.L. DISEASE - POLICY LIMIT	$[illegible]

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

CERTIFICATE HOLDER

SAMPLE
SAMPLE
SAMPLE
SAMPLE CO SAMPLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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MURRELLS INLET 2020
A Clear Vision For The Inlet

July 27, 2010

To whom it may concern,

Over the years, our nonprofit organization has worked with several fireworks companies to find the right match for our 4th of July celebration. We have now found what we were looking for in Zambelli Fireworks.

Our 2010 display was the highlight of our "Independence on the Inlet" celebration which included a boat parade and fireworks display at night to a crowd of over 7,000 people.

The feedback from the community and our sponsors has been tremendous!

"By far, the best fireworks show Murrells Inlet has ever had." Local Resident

"Far and away, the best show yet. Feedback from the crowd was outstanding. Way, WAY improved over last year. We need to use this company again." Board Member MI2020

"Top of the line! Perfection." Local resident

As Executive Director of Murrells Inlet 2020, and on behalf of the entire Murrells Inlet 2020 Board of Directors, I would recommend Zambelli Fireworks for their professionalism from start to finish, quality product, emphasis on safety and pleasing the crowd...truly, the best 'bang' for the buck.

Sincerely,

Jennifer Averette
Executive Director

A 501 C3 non-profit organization

Federal Tax ID: 58-2336725

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