

Request for Proposal #23-01

Annual Fireworks Displays

Proposals due by February 17th, 2023

**At 10:00am: City Hall
300 Municipal Drive
Madeira Beach, FL 33708**

CONTACT:

Jay Hatch, Recreation Director

Phone: (727)392-0665

Email: jhatch@madeirabeachfl.gov

REQUEST FOR PROPOSAL

Notice is hereby given that the City of Madeira Beach will be accepting proposals for Annual Fireworks Displays for the following dates:

March 17th, 2023
May 6th, 2023
July 3rd, 2023
November 11th, 2023

Proposals clearly labeled Request for Proposal for Annual Fireworks Displays will be received until 10:00 AM on February 17th.

The City of Madeira Beach reserves the right to reject or accept any proposal or to waive any irregularities in any proposal deemed to be in the best interest of the City of Madeira Beach.

INTRODUCTION

The City of Madeira Beach is requesting proposals from qualified and professional fireworks production companies for the purposes of providing fireworks displays on numerous dates throughout the year.

Selected contract shall be effective immediately upon approval for the 2023 display dates with the option for two (2), one (1) year renewals.

Vendors are required to submit written proposals that present the vendor's qualifications and understanding of the work to be performed. The vendor's proposal should be prepared simply and economically and should provide all the information it considers pertinent to its qualifications for the specifications listed herein.

The proposal must be submitted via mail or email no later than 10:00am on February 17th, 2023, contact below:

City of Madeira Beach
Attn: Jay Hatch
Re: Request for Proposal for Annual Fireworks Displays
300 Municipal Drive
Madeira Beach, FL 33708

or jhatch@madeirabeachfl.gov

NOTIFICATION: The City utilizes the following methods for notification and distribution of solicitation opportunities:

- City of Madeira Beach website www.madeirabeachfl.gov
- Demand Star

PART A

ADDENDA: Any interpretations, corrections, or changes to this REQUEST FOR PROPOSAL will be made by addenda. Sole issuing authority shall be vested in the Recreation Department. Addenda will be posted and available through the City notification methods shown above.

SUBMISSION: Proposals must be received on or before the Due Date and Time (local time) at the City Hall Lobby reception desk located at 300 Municipal Dr., Madeira Beach, Florida, 33708 or via email to jhatch@madeirabeachfl.gov. Proposals must be clearly marked “RFP #23-01 - Re: Request for Proposal for Annual Fireworks Displays”.

LATE PROPOSALS: Proposals received at the City of Madeira Beach City Hall after the Due Date and Time shall be considered non-responsive. It is the sole responsibility of Proposer to ensure its Proposal is received by the City by the Due Date and Time. The City is not responsible for the lateness due to weather conditions, delivery service, or any other reasons.

PROPOSAL OPENINGS: All Proposals submitted before the Due Date and Time shall be publicly opened by the Recreation Director at the City Hall Building, located at 300 Municipal Dr. Madeira beach, FL.

SCHEDULE: A summary schedule of the major activities associated with this solicitation is presented below. The City, at its sole discretion, may modify this schedule as the City deems appropriate.

ACTIVITY	DATE
Advertisement for Proposal & RFP Issued	February 1, 2023
RFP Submittal Date	February 17, 2023 by 10:00am
Commission Approval	TBD*
Notify Bidder	TBD*

*Tentative and subject to change

MEETING LOCATIONS:

- **City Hall** - located at 300 Municipal Dr. Madeira Beach, FL 33708
- **POINT OF CONTACT:** For information concerning procedures for responding to this Request for Proposal, contact the Recreation Director via email at jhatch@madeirabeachfl.gov . Such contact shall be for clarification purposes only.

QUESTIONS: Each Proposer must examine this proposal, which incorporates all its addenda, instructions, special conditions, and attachments to determine if the requirements are clearly stated. All questions concerning this proposal, such as discrepancies, omissions and exceptions to any term or condition of the REQUEST FOR PROPOSAL documents, including the Sample Agreement, should be submitted in writing. Questions of a material nature must be received prior to the Deadline for Delivery of Questions specified in the schedule.

PART B:

SCOPE OF SERVICES:

The City of Madeira Beach is requesting proposals from qualified and professional fireworks production companies for the purposes of providing a Fireworks display for the following dates:

March 17th, 2023
May 6th, 2023
July 3rd, 2023
November 11th, 2023

The display shall be fired electronically and the supply, delivery, set-up, firing, breakdown and disposal shall not exceed the budget of \$40,000.

Selected proposal shall be effective immediately upon approval and signature of contract for the 2023 display date with the option for two (2), one (1) year renewals.

Proposers are requested to provide proposals offering the City maximum variety in color, shell size, length and over all effect to **maximize value within the budget**. Length and variety of fireworks display will be considered on the Proposed Cost Schedule.

Indemnification: Due to the inherent dangers in major fireworks displays, the winning Proposer must, and by accepting the work agrees to, indemnify and hold harmless the City, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the contract.

Such Proposer indemnification shall not be limited to the amount of comprehensive general liability insurance which it otherwise carries for the event. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statutes § 768.28, as amended. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this section.

Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of the City or a third party, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of the City when applicable.

A. GENERAL INFORMATION

Date/Time	Budget	Length	Fallout Radius	Location
3/17/23 – 9:45PM	\$5,000 - \$6,000	8-10 min	200ft	200 Rex Place
5/6/23 – 9:00PM	\$6,000 - \$8,000	8-10 min	200ft	200 Rex Place
7/3/23 – 9:00PM	\$20,000 - \$25,000	18-20 min	200ft or 420ft	200 Rex Pl or 591 Tom Stuart Causeway
11/11 – 7:30PM	\$6,000 - \$8,000	8-10 min	200ft	200 Rex Place

Note: 7/3/23 display may be proposed from EITHER location, 200 Rex Provides a 200ft fallout and the 591 Tom Stuart Causeway provides for a 420ft fallout.

B. SHELLS

- a. Proposer must offer a variety of shell types. Shells must have different functions, patterns of break, colors, and sizes. Proposer must provide a list of types of shells offered with the proposal.
- b. Proposer shall deliver all required equipment, mortar tubes, racks, shells ,etc. to the launch size. The display must be electronically fired.
- c. The City of Madeira Beach Fire Chief and/or Fire Marshal reserves the right to inspect and count the shells and compare the actual inventory at the site to the material list submitted as part of the final accepted bid proposal.
- d. Proposer shall be responsible for sufficient electrical cables to ensure fireworks will be set up in the safest manner possible. A shooter's box shall be utilized and proposer shall provide licensed pyrotechnician and assistants with the required protective gear as per NFPA 1123.

C. INCLEMENT WEATHER

- a. Display will be fired in all weather conditions. The exception may be torrential rain, severe lightning, and sustained winds of 15MPH or greater. If a barge is being utilized and significant weather or rough water hazards exist, the City and Proposer may mutually agree to delay or cancel the display.
- b. If the display is cancelled due to inclement weather, the City will either:
 - i. Reschedule the display for the following evening.
 - ii. Not reschedule the display.

D. CANCELLATION/POSTPONEMENT POLICY

- a. Proposer shall identify all payment requirements the proposer expects the City to pay in the event the Proposer has delivered and set up the display and: (1) The display is cancelled and is not rescheduled (fireworks are not utilized); or (2) the display is postponed until the following evening.

E. CLEAN UP

- a. The proposer shall be responsible for all set up, tear down, and clean up. The firing location and the staging areas must be restored to their original condition following the display. The proposer must sweep the launch site and locate, identify, and remove any unexploded shells.

F. SAFETY STANDARDS

- a. All fireworks shall be performed according to the National Fire Protection Association Code for the Outdoor Display of Fireworks, NFPA Standard 1123.
 - i. Proposer must perform all work in strict accordance with all applicable Federal, State, and Local laws and regulations.
 - ii. With prior arrangements, the City will provide overnight security, if needed, for fireworks the night before the display and the additional night if the display is postponed for the following evening.

G. LICENSES AND INSURANCE

- a. Valid Federal Explosives License issued by the BATFE – Mandatory
- b. Proposer is responsible for all permits and licenses as required by Federal, State, and Local Authorities
- c. Proposer must provide copies of all permits and licenses to the City of Madeira Beach Fire Chief, Fire Marshal, or designee at least two weeks prior to ANY display.
- d. Liability Insurance in the amount of \$1,000,000 for single occurrence, \$2,000,000 aggregate. City of Madeira Beach and the Pinellas County School Board shall be listed as additional insured under the certificate of insurance.

H. AGENCY NOTIFICATIONS

- a. Proposer will notify all agencies of fireworks display as necessary, i.e. Coast Guard, FAA, etc.
- b. The City of Madeira Beach will coordinate with Pinellas County Sheriff's Office and the Madeira Beach Fire Department to ensure proper safety clearance of fall out zone.

PART C:

PROPOSAL RESPONSE REQUIREMENTS

1. Prepare a brief introduction including a general demonstration of understanding of the scop and complexity of the required work as well as:

Company Name: My Three Sons Fireworks Company LLC

Address: 11235 Millpond Greens Dr.
Boynton Beach, FL, 33473

Phone #: 561-210-5176

Email Address: josh@mythreesonsfireworks.com

Name of Authorized Representative: Josh Hite

2. Please attach a proposed quote for each of the following dates:

March 17th, 2023, May 6th, 2023, July 3rd, 2023, November 11th, 2023

Quote should be provided in the format typically utilized by the proposing company.

3. Total Cost: 40,000

4. Include a link to any videos or demonstrations of previous work <https://youtu.be/kSrIaon1ciY>

<https://www.youtube.com/watch?v=W7exA4KEr5g>

5. References

(A) Name of Entity: Leukemia and Lymphoma Society.

Nature of Services Provided: Public fireworks display for Light The Night event

6. Contact Name: Carey Stadler

Contact Phone Number: 914-821-8954, carey.stadler@lls.org

(B) Name of Entity: Swanky Soiree Events

Nature of Services Provided: Wedding fireworks displays

Contact Name: Christina Harris

Contact Phone Number: 941-893-7860

(C) Name of Entity: Sumter County.

Nature of Services Provided: 4th of July fireworks display

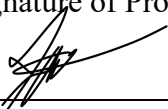
Contact Name: Jenny Yoder

Contact Phone Number: 352-748-6655

Requests for Additional Information

Questions or requests for additional information should be directed to Recreation Director Jay Hatch at jhatch@madeirabeachfl.gov.

Signature of Proposer's Agent



Title

Owner

Printed Name

Joshua Hite

Date

02/09/2023

City of Madeira Beach

Fireworks Display Proposal

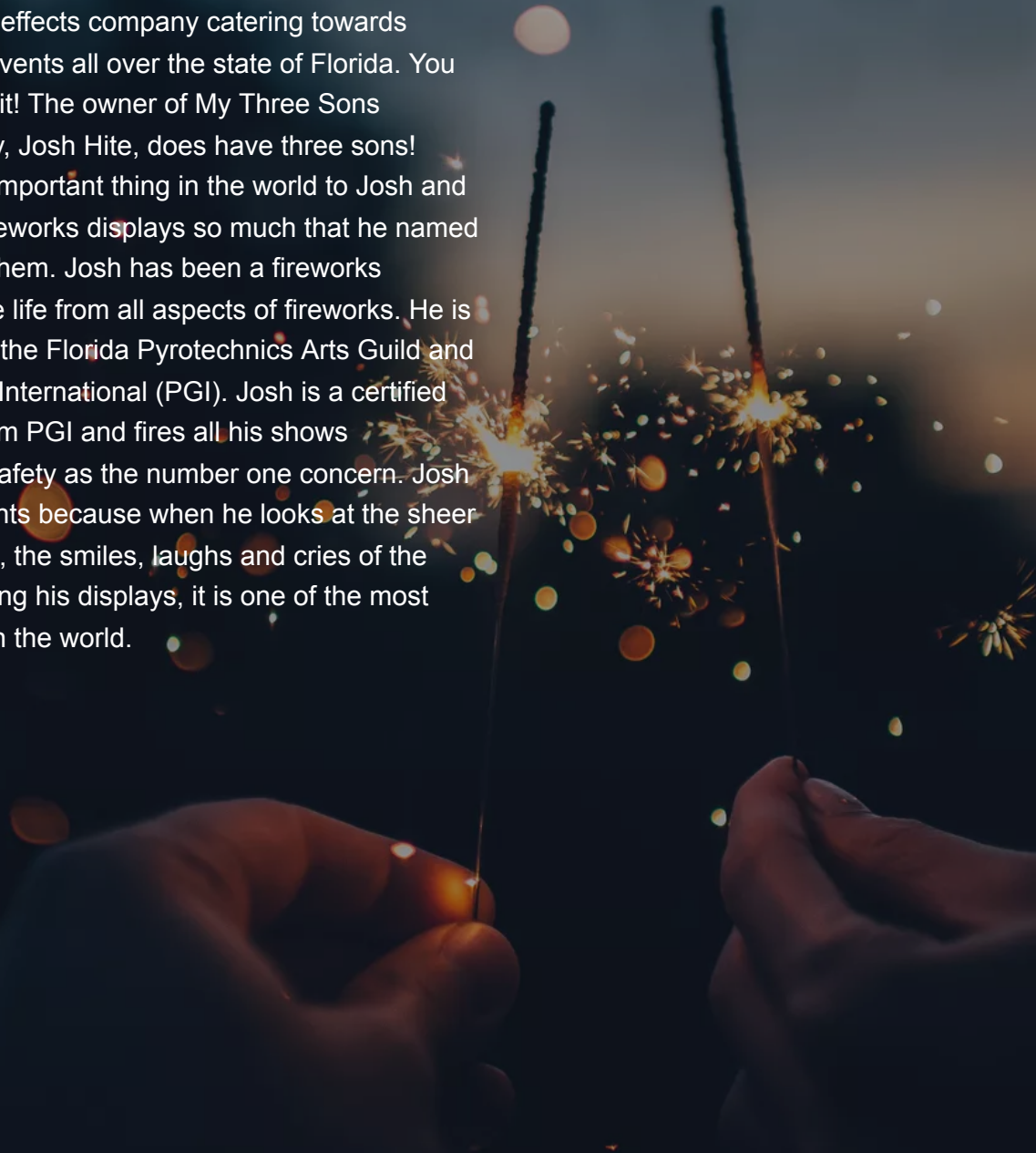
Prepared for:

Jay Hatch City of Madeira Beach



About Us

My Three Sons Fireworks Company is a premier fireworks display and special effects company catering towards private and public events all over the state of Florida. You may have guessed it! The owner of My Three Sons Fireworks Company, Josh Hite, does have three sons! Family is the most important thing in the world to Josh and his sons love his fireworks displays so much that he named the company after them. Josh has been a fireworks enthusiast his entire life from all aspects of fireworks. He is a proud member of the Florida Pyrotechnics Arts Guild and Pyrotechnics Guild International (PGI). Josh is a certified display operator from PGI and fires all his shows electronically with safety as the number one concern. Josh does shows for clients because when he looks at the sheer awe and enjoyment, the smiles, laughs and cries of the clients when watching his displays, it is one of the most satisfying feelings in the world.



City of Madeira Beach's Event

We are very familiar with and have successfully assisted numerous clients in your industry provide jaw dropping displays. However you envision your event to be, we can make it happen.

Wedding Client Longboat Key, FL



Florida Fall Fireworks Festival



Our Clients

We know how important your next event is and we want to take all of the stress out planning and organizing it for you while making sure it is a great success.



Carey S

Leukemia & Lymphomas Society, Light The Night

November 2022

"My Three Sons Fireworks Company is my fireworks company forever and ever!"

Alexis B

Wedding Client

2022

"Wanted to thank you SO very much for a phenomenal fireworks show! You were the hit of the evening! Everyone raved about how amazing the show was. You were an absolute pleasure to work with, and we can't thank you enough!"

Shell and Cake Sizes and Effects

ROC Park Pier

Cakes

- Cake bore size will range from 0.8" - 2.0"
- Effects included include peonies, chrysanthemums, waterfalls, brocades, crackle, willows, and nishiki kamuros. Colors included are red, green, blue, yellow, gold and white.

Shells

- Shell size will be 2.441", otherwise known as "62mm single shot devices"
- Effects included include peonies, chrysanthemums, waterfalls, brocades, crackle, willows, and bowties. Colors included are red, green, blue, yellow, gold and white.

Comets and Mines

- Shell size will be between 1.0"- 2.0". Colors included are red, green, blue, yellow, gold and white. The colors may vary by show according to the choreography

Madeira Beach Fundamental School

Cakes

- Cake bore size will range from 0.8" - 2.0"
- Effects included include peonies, chrysanthemums, waterfalls, brocades, crackle, willows, and nishiki kamuros. Colors included are red, green, blue, yellow, gold and white.

Shells

- Shell size will be 3.0"-6.0".
- Effects included include peonies, chrysanthemums, waterfalls, brocades, crackle, willows, bowties, flower pistil, waves, crosettes, smiley faces, rings, strobes, and tracers
- Colors included are red, green, blue, yellow, gold and white.

Comets and Mines

- Shell size will be between 1.0"- 2.0". Colors included are red, green, blue, yellow, gold and white. The colors may vary by show according to the choreography

References

1. **Leukemia and Lymphoma Society.** Carey Stadler, 914-821-8954, carey.stadler@lls.org. *Public fireworks display for Light The Night event*
2. **Swanky Soiree Events.** Christina Harris, 941-893-7860, swankysoireeflorida@gmail.com. *Wedding fireworks displays*
3. **Sumter County.** Jenny Yoder, 352-748-6655, jennyy@tdpools.com. *Public fireworks display for the 4th of July*
4. **Pyro Productions.** Josh Lazarus, 201-538-0429, mrjoshua@aol.com. *Public fireworks display for the 4th of July*
5. **Canyon Isles.** Corrine Brown, 561-810-7515, brown4605@aol.com. *Association fireworks display for New Years Eve.*

Examples of Past Work

Show design using our scripting software: <https://youtu.be/kSrIaon1ciY>

Highlight video from prior show in Sumter County: <https://youtu.be/W7exA4KEr5g>

Pricing

Service	Price	QTY	Subtotal
Fireworks Display - 03/17/2023	\$5,000.00	1	\$5,000.00
Fireworks Display - 05/06/2023	\$6,000.00	1	\$6,000.00
Fireworks Display - 07/03/2023	\$23,000.00	1	\$23,000.00
Fireworks Display - 11/11/2023	\$6,000.00	1	\$6,000.00
			\$40,000.00

Event Contract

This Event Contract (the “Contract”) states the terms and conditions that govern the contractual agreement between My Three Sons Fireworks Company having its principal place of business at 11235 Millpond Greens Dr, Boynton Beach, FL, 33473 (the “Company”), and City of Madeira Beach (the “Client”) who agrees to be bound by this Contract.

WHEREAS, the Client is conducting various fireworks displays, on 03/17/23, 05/06/23, 07/03/23 and 11/11/23 (the “Events”); and

WHEREAS, the Company agrees to manage the Events according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties within this Contract, the Company and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

Services

On the dates as noted above with Pricing table, we will assemble a firework Show with 1.4g, 1.4g Pro Product, Articles of Pyrotechnic Product, and/or 1.3g product and will last for approximately ten, ten, twenty and ten minutes respectively in order of the show schedule. This will include: the product, insurance, set-up, and coordination of the show along with clean up. It is understood by both parties that We will clean up all major debris and debris that we are able to see at night time – it is possible that there could be minor debris that we do not see such as paper and it is understood that Client would be

responsible for that cleanup (or engaging a service to clean) if required by the venue.

The display shall be fired electronically using a Cobra Wireless Firing System.

The location for this services will be at and around 200 Rex Pl, Madeira Beach, FL, 33708 and/or 591 Tom Stuart Causeway, Madeira Beach, FL, 33708. The time of the services for fireworks display is to estimated to be around 9:45pm, 9:00pm, 9:00pm and 7:30pm (respectively in order of the shows) as determined by Client.

Cancellations

If it is lighting or thundering the show may be delayed until it will be safe to fire, but the show will be shot if it is raining provided that the wind conditions are safe. The employees of The Company have the right to cancel or delay a show for any reason resulting in unsafe conditions. Outside of any of the above issues if the Client decides to cancel the event, the fireworks display may be moved to another day of the year 2023 if the cancellation occurs more than 48 hours from the event date. If the cancellation occurs within 48 hours of the event, a 75% credit will be given towards another fireworks display in order to cover the cost of labor, restocking, and hazmat fees. If desired, the event can be executed the day after the scheduled event and the Client would owe an additional 25% to the Company.

Payment

The payment shall be made to My Three Sons Fireworks LLC. Payments are accepted by cash, credit card, check, and bank transfer. The address if using a check is 11235 Millpond Greens Dr. Boynton Beach, FL, 33473. There is a 3% convenience fee for using a credit card. Payment details may be reviewed in Schedule B.

Warranties

We shall provide services and meet obligations under this Agreement in a timely and professional manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Our community and region, and will provide a standard of care equal to, or superior to, care used by service providers like Us on similar projects.

The Client also has a responsibility for the successful execution of the shows. The Client must provide a safe working area to Us and under no circumstances should an unauthorized person enter the fallout area which will be designed and marked off by the Us. We will not fire the show or work on the display leading to the show if there are unauthorized persons in the fallout zone. This is to maintain the highest degree of safety to ensure that The Company, The Client and spectators have a safe and pleasurable experience. It is The Client's responsibility to control the spectators and enforce the rules on not entering an unauthorized area. If the Client would like to enter into the fallout zone prior to the show, they must do so under escort of an employee from The Company.

The Company does have an active insurance policy that covers all our shows. We will clean all the major firework debris.

Remedies on Default

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

Entire Agreement

This agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

Amendment

This agreement may be modified or amended if the amendment is made in writing and signed by both parties.

Waiver of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Applicable Law

This Agreement shall be governed by and construed according to the laws of the State in which then event is taking place in.

Event Contract

IN WITNESS WHEREOF, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below:

My Three Sons Fireworks Company

City of Madeira Beach

Josh Hite

Jay Hatch

Schedule A: My Three Sons Fireworks Company's Duties

Pre-Event planning

My Three Sons Fireworks Company will plan event according to City of Madeira Beach's specifications. We will secure the permit required in order to execute the show on the date of the event.

Physical set up of Event site

My Three Sons Fireworks Company will set up the Event bringing all product, racks, firing system and protective equipment.

Coordination

My Three Sons Fireworks Company will work with the authority holding jurisdiction (AHJ), police and fire department. We will prepare the shoot site for the fire inspection and communicate as necessary the to AHJ, police and fire department.

Execution

My Three Sons Fireworks Company electronically fire the display for the City of Madeira Beach's Events. The show will be fired in accordance to NFPA 1123 standards. The shows will be shot at the priormentioned show length continuously with no extended delays of "black sky".

Cleanup

My Three Sons Fireworks Company will clean the shoot sites to return them to condition that they were in prior to our arrival. This includes removal of major debris, sweeping and removal of any possible unexploded shells. If needed, we will coordinate with our Hazmat 24 hour response team to ensure proper hazardous material removal.

Licenses and Insurance

My Three Sons Fireworks Company will provide certificates of insurance to the City of Madeira Beach and the Pinellas County School Board. We will provide the City of Madeira Beach Fire Chief and Fire Marshal the permit for the shows, our valid BATFE license and shooter certifications two weeks prior to the display.

Schedule B: Payment

Total amount: \$40,000.00

Date	Payment
Immediately	Deposit 15%
04/15/2023	25%
06/01/2023	35%
11/01/2023	25%