



MEMORANDUM

To: David Dyess, City Manger

From: Alaina Knofla, Procurement Analyst

Date: February 20, 2020

Subject: Renewal of RFP #2018-201, Fireworks Display Services

The renewal year of RFP #2018-201: Fireworks Display Services is due to expire on May 8, 2020. This agreement has provisions for renewals for three (3) one (1) year renewal options; this would represent the first renewal option. The Contractor J & M Displays has provided satisfactory service as identified on the attached vendor performance report and has agreed to the renewal under the original terms, condition, pricing and specifications. Thereby, the Community Services Director Jim Chrulski recommends approval of the first renewal.

If approved, this renewal will be effective for the period May 9, 2020 through May 8, 2021. If you have any questions, or if I might be of further assistance please contact me at ext. 5320 or contact me by email purchasing@ci.stuart.fl.us.

- Approve renewal of 2018-201: Fireworks Display Services
- Recommended this ITB not be renewed



David Dyess, City Manager

2-27-2020

Date



Procurement & Contracting Services
121 SW Flagler Ave. Stuart FL 34991
Phone: 772.288.5306

February 11, 2020

J&M Displays-South
Attn: Charles McKinley
18064 17th Avenue
Yarmouth, Iowa 52660

Subject: Renewal for RFP #2018-201, Fireworks Display Services

Dear Mr. McKinley,

This is official notification to your firm that the City of Stuart wishes to extend your current contract for Annual Contract for 4th of July Fireworks for the period beginning May 9, 2020 and ending on May 8, 2021, which represents the first of three (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter. Your response must be received **no later than 4:00 p.m., February 28, 2020**. You may fax your response to (772) 600-0134 or send by email to purchasing@ci.stuart.fl.us. Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla
Procurement Specialist

cc: RFP File

I hereby attest, by signature, to Florida Statutes (F.S.) 287.135-Scrutinized Companies that Boycott Israel list, F.S. 215.4725-Engaging in commerce with Cuba or Syria, and F.S. 215.473-Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; and agree to the contract renewal as specified of the subject Agreement.

I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

2-12-20
Date

Charles McKinley
Printed Name

SE Regional Manager
Title



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
purchasing@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

May 9, 2018

VIA EMAIL: Charlesm@jandmdisplays.com
Dmcwhorter@jandmdisplays.com

J & M Displays
Attn: Mr. Charles K. McKinley, Southeast Regional Manager
2083 Helms Road
Dothan, AL 36301

Subject: Notice of Award
RFP #2018-201, Fireworks Display Services

Dear Mr. McKinley,

The Stuart City Manager awarded 2018-201, Fireworks Display Services, to your firm on today, May 9, 2018. Please consider this your formal notice of award.

The initial contract period will be for two (2) years, effective May 9, 2018 through May 8, 2020, with three (one-year) renewal options. The City reserves the right to exercise the option to renew annually, if mutually agreed upon in writing by both parties subject to the same terms and conditions of the original agreement. Annual renewals shall be subject to vendor's satisfactory performance and determination that the contract renewal is in the best interest of the City.

The City of Stuart looks forward to a mutually beneficial business relationship. If you have any questions, please feel free to contact me by email at purchasing@ci.stuart.fl.us or call me at (772) 288-5308.

Sincerely yours,

Lenora Darden
Procurement Manager

c: RFP 2018-201 Official File
Community Services Dept
Danielle McWhorter, Southeast Regional Administrator for J & M Displays



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

MEMORANDUM

To: Louis J. Boglioli III, City Manager
From: Lenora Darden, Procurement Manager 
Date: May 7, 2018
Subject: Award of RFP #2018-201, Fireworks Display Services

In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations where the funds for the project have been appropriated by the City Commission through the annual budgeting process and where the vendor was selected in accordance with the City Procurement Ordinance.

The subject project was legally advertised in the Palm Beach Post on March 23, 2018. This solicitation was disseminated by DemandStar on-line, who notified Ninety (90) interested vendors. Out of Nine (9) planholders, one (1) responsive proposal was received by 2:30 pm on the RFP opening date, April 11, 2018.

On April 27, 2018, City staff reviewed the proposal and requested additional information from the vendor on May 2, 2018. City staff reviewed the responses received on May 2, 2018 and determined that it was in the City's best interest to award to J & M Display.

Please review the attached documentation and signify below your determination of award, request for further information or recommended rejection of all proposals.

Should you have any questions or if I might be of further assistance please call me at ext. 5308 or contact me by email at ldarden@ci.stuart.fl.us.

- Award of RFP #2018-201: Fireworks Display Services for the initial term of two (2) years effective upon approval, with three (3) additional 1-year periods; to J & M Displays-South of Dothan, Alabama as proposed.
- Further information is required
- Recommend all proposals be rejected


Louis J. Boglioli III, City Manager

5/9/2018
Date



**STANDARD AGREEMENT
BETWEEN CITY OF STUART AND CONTRACTOR
FOR RFP# 2018-201, FIRE WORKS DISPLAY SERVICES**

CONTRACTOR: J & M DISPLAYS – SOUTH
2083 HELMS ROAD
DOTHAN, AL 36301

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the 9th day of May, 2018 by and between J & M Displays, hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Fireworks Display Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Fireworks Display Services pursuant to this Contract as hereinafter provided. These services will include all labor, material, equipment, tools, transportation, insurance, all loading, unloading, setting-up, and breaking down for each event for the Fireworks Display Services.

Section 1. Scope of Service

Contractor shall work with City staff for all work as proposed for Fireworks Display Services as rendered. The detailed scope of services to be performed and schedule of fees for those services are described in Exhibit A (Contractor's response to RFP #2018-201 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

III. CONTRACT PROVISIONS

Section 1. Period of Service

Term of Contract

This contract is effective for an initial term of two (2) years with the option to renew for three (3) additional one year periods provided both the Contractor and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this service shall be subject to fund availability and mutual written agreement between the City and the Contractor. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties not to exceed six (6) months.

Prior to each annual renewal, the City may consider price adjustment(s) only when a written request is received a minimum of ninety (90) days prior to the renewal date for review and approval by the City. Consideration of price increases will be given provided such escalations are justified, reasonable and acceptable to the City. All price increases must be documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Contractor for these Fireworks Display Services in accordance with Contractor's pricing schedule formalized in "Exhibit A-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period. Failure to hold prices firm through each contract term will be grounds for contract termination.

2.2 Invoices

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

2.3 Deposit and Payment

A 25% deposit will be rendered in advance of the event, if Visa Purchasing card (Pcard) payment is accepted. City shall not pay any service charges or fees for Pcard transactions. If Pcard is not accepted, payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

2.4 Contractor Supplied Equipment

Contractor shall provide their own equipment and tools required to perform services. Contractor shall also provide their own cell phone, vehicle, fuel, vehicle maintenance and insurance.

2.5 Use of Documents

All original documents that result from the Contractor's services pursuant to this Agreement shall be the sole property of the City.

Section 3. Guarantee

Any work found to be unsatisfactory by the City shall be reported to the contractor within three (3) business days after the event. The Contractor agrees to finish all work to the satisfaction of the City, at no additional cost, prior to receiving payment for such work. Contractor further guarantees the successful performance of workmanship for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

Contractor shall possess the ability to plan and execute in a timely manner taking into consideration South Florida weather conditions. It shall be Contractor's responsibility to schedule accordingly for the delivery and set up of the fireworks display to ensure all time restraints are adhered to as follows:

- Safety plan submitted to the Fire Marshal no later than thirty days prior to the scheduled event.
- Pre-load of all show inventory and personnel onto City designated barge or launch site by no later than **5:00 p.m.** of event day.
- Test shot to be conducted at the direction of the City Fire Marshal no later than 30 minutes prior to show as scheduled by the City. All test runs must be scheduled with City Project Manager at least 24 hours in advanced. Failure to schedule may result in fines and penalties for which the City shall not be responsible.
- Show to begin upon final clearance by the Fire Marshal or their designee; or at another date and time designated by the City.
- Site cleanup and offload at the direction of the City by the end of the following day of event.

In addition to adherence to the pyrotechnic industry's Best Management Practices (BMPs), the City requires a Fire Safety Plan to be approved by the Fire Marshal. The United States Coast Guard also requires an application for a "Special Marine Event" permit, which must be completed within three (3) months of the date of the event in collaboration with the City event.

If fireworks are to be stored at loading site or local staging area prior to the event, the Contractor is responsible for securing them in a manner sufficient to effectively prevent unauthorized access. Security plan must be submitted to the Police Chief or designee for review and approval prior to the event.

5.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

5.4 Protection of Property

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner and contractor shall provide for timely removal of all debris which results from this contracted service.

The Contractor shall at all times guard against damage or loss to all persons and property, including but not limited to safeguard sidewalks, curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor and shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City of Stuart may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful proposer or their agents.

The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project(s); and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

Contractor shall conduct a complete inspection of the fallout zone of the site at the conclusion of the display to ensure all debris, unexploded aerial shells or live components are removed and/or properly handled. A Contractor representative, along with representatives from the City shall be required to visually inspect the shooting area at the conclusion of each fireworks display to determine that the Contractor has satisfactorily cleaned the area.

Contractor shall be responsible for filling of any holes or other damage it causes as a result of the display.

Section 6. Cancellation Clauses

6.1 Cancellation Prior To Delivery Date

City reserves the right to cancel and reschedule the fireworks display (show) due to inclement weather, including but not limited to, severe conditions, hurricanes, excessive winds, or any other uncontrollable circumstances if cancellation occurs **prior to the shells being delivered**. City shall be able to reschedule the fireworks display at a mutually agreeable time at no additional cost to the City. Contractor shall be responsible to hold and store shells until postponed event occurs.

6.2 Weather Delay

Upon approval by the City Project Manager or designee, the Contractor may cease operations of services during inclement weather conditions. If conditions prevents adherence to the planned event schedule, the City may require a rescheduled show to be conducted no later than the following day. If there is a delay in the start of the show or a pause in the show due to WEATHER CONDITIONS ONLY, no cost adjustment shall be considered for that delay or pause.

6.3 Cancellation After Delivery Date

In the event that the show is cancelled or shells cannot be fired due to inclement weather such as hurricanes, excessive winds, or any other uncontrollable circumstances, City will allow for a fee, if any, not to exceed the deposit, to be incurred for cancellation **after the delivery of shells**. If rescheduling is not an option, Contractor shall be responsible to dispose of fireworks in accordance with all rules, regulations, and ordinances with approval from City Fire Marshal.

Section 7. Termination

7.1 Termination for Convenience

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination.

7.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the Contractor seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

7.3 Default

In the event that the Contractor cannot respond adequately to perform the needs of the City by any reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract. As a result, the City shall have the right to deduct the cost incurred as specified in the performance policy, Item 5.2 of RFP. Areas of non-performance may include, but are not limited to:

- Fireworks display (Event) results in more than 1% of the fireworks being discarded during the show due to damage, defective firing, equipment malfunctioning, or any other causes.
- Start of show significantly delayed by Contractor (5-10 minutes).
- Start of show significantly delayed by Contractor (11-20 minutes).
- An unapproved pause/delay occurring during the show (1 minute or more).
- Fireworks are not released at proper locations.

Failure to price out a component or identify how the price structure is addressed may result in the City not being able to fully evaluate and consider the Proposal as nonresponsive. Identifying (0%) credit for any items shall result in percent credit defaulting to the minimum of 10 %.

7.4 Performance Evaluation

Throughout the contract period the vendor(s) performance will be monitored by City staff. If Contractor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Contractor's receiving an unacceptable rating will be notified in writing. Contract termination shall be served by written notice by the Procurement Division.

Section 8. City's Obligations

8.1 Scheduling of Services / Notification Requirements

It shall be the responsibility of City to make all efforts to provide a minimum of sixty (60) days' notice for securing services and providing updated event details to Contractor. City shall be responsible to provide the following information to Contractor at time of notice:

- Time and Date of Event
- Location of Firework Display and detailed map of event site
- Any obstructions near firing site area
- City Contact Information

8.2 City Designees

The City staff with the authority to act on the City's behalf with respect to all aspects of the services are:

City Project Manager

Jim Chrulski, Community Services Director
Email: jchrulski@ci.stuart.fl.us
Cell Phone: (772) 979-6015

City Fire Marshal

Frank Lasaga, Fire Marshal
Email: flasaga@ci.stuart.fl.us
Cell Phone: 772-215-6619

8.3 Contractor Designees

The Project Manager and Supervisor for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the services are:

Contractor's Project Manager

Hugh McWhorter
Southeast Sales & Logistics
Email: mack@JandMDisplays.com
Phone: 866-535-7976
Cell: 251-599-2816

Contractor's Assigned Supervisor to City Account

Charles K. McKinley
Southeast Regional Manager
Charlesm@JandMDisplays.com
Phone: 866-535-7976
Cell: 251-725-7975

Section 9. Persons Bound by Contract

9.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

9.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Nothing contained herein shall be construed

to prevent Contractor from employing such independent Contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

9.3 Other Entity Use

The Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

9.4 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 10. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 11. Insurance.

11.1 Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.3 of the Request for Proposal and included in "**Exhibit C**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit C**" attached hereto.

11.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 12. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 13. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 14. General Conditions

14.1 Venue in Martin County

Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

14.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

14.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

14.5 Contract Amendment

The City of Stuart reserves the right to order, in writing, changes in the work within the scope of the contract. The contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor. This agreement may be modified upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Stuart.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or any of this Contract, it shall not constitute a waiver of the same.

The City may require additional fireworks displays not specifically identified in the contract. The Contractor agrees to provide such services, and shall provide the City prices on such additional services based upon a formula or method which is the same or similar to that used in establishing the cost in this proposal. The additional displays may vary in minutes and grand finale. If the price(s) offered are not acceptable to the City, and cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors or to cancel the contract. Furthermore, the City reserves the right to alter or revise the design and layout of displays during the contract period when deemed necessary as specified below:

Allotted Budget

Type and Quantity of Shells

Increase/Decrease of Duration of Show

Additional Special Effects

Such modifications to the display will be mutually agreed upon and shall be reflected in the executed amendment.

14.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of “apparent authority,” or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 15. Public Records

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency’s contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency’s request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

- The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
- At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 16. Exhibits

The following Exhibits are attached to and made a part of this Contract:

“Exhibit A” - "Proposal as Submitted by Respondent and Accepted by City"

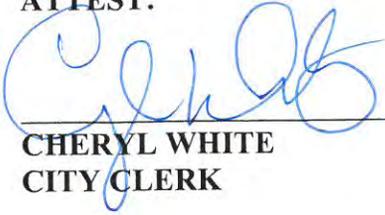
“Exhibit B” - “Original Request for Proposal as Issued by City, including all Addenda”

“Exhibit C” - "Insurance and Indemnification"

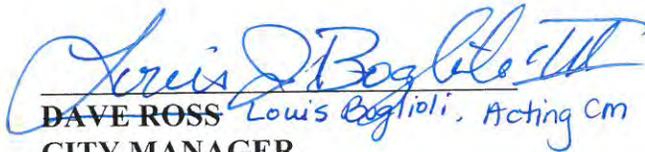
IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:



CHERYL WHITE
CITY CLERK



DAVE ROSS *Louis Boglioli, Acting Cm*
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

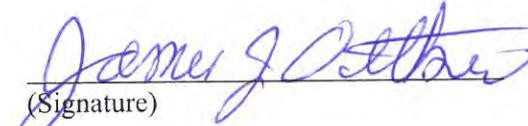
CONTRACTOR

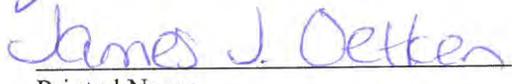


(Signature)

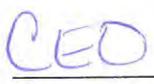


(Signature)


(Signature)



Printed Name



Title

EXHIBIT A

“PROPOSAL AS SUBMITTED BY RESPONDENT AND ACCEPTED BY THE CITY OF STUART”



J&M Displays – South
2083 Helms Road
Dothan, AL 36301

866-535-PYRO
251-725-7975
www.jandmdisplays.com



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Letter of Transmittal

To Whom It May Concern,

J&M Displays is privileged to present the enclosed proposal for your Celebration Fireworks Displays. A brief history and description of J&M Displays, Inc. and its operation can be found on the inside cover of this bid package.

We have prepared the enclosed all-inclusive proposal for your event. Your proposal features an aerial firework display specifically designed to meet your requests. The budget for your event will cover all transportation as well as the set up and firing of the display by qualified J&M technicians. The show will be electrically fired and choreographed to music per your request. A \$10 million dollar insurance policy to cover the use of fireworks during the event is also included. Please note that we offer a 2 for 1 shell guarantee; meaning if a shell does not fire for any reason, we give you that shell plus another in your next show.

J&M Displays is an internationally recognized firework display company, one with a distinguished history and over 30 years' experience in the industry with an impressive safety program. Our Team has designed and produced special effects for eleven NFL Super Bowls, two World Cup Soccer Opening Ceremonies, three Republican National Conventions, numerous NBA, PGA and Major League Baseball Championships and All-Star Games, several Miss USA and Miss Teen USA Pageants and hundreds of corporate and association events across the USA and in over a dozen foreign countries.

As a client of J&M Displays you have our personal assurance that your fireworks display will receive our complete attention and artistry.

J&M is also pleased to give you our largest discount, bringing the value of your displays to:
Type 1) \$22,358.85 value for \$18,000.00 Type 2) \$48,136.10 value for \$35,000.00
Type 3) \$47,101.30 value for \$35,000.00 Type 4) \$66,295.15 value for \$50,000.00

It is our way of saying thank you for giving J&M Displays the privilege of entertaining your guests. Proposal good for 60 days from Bid Opening

We have thoroughly reviewed the scope of work in the RFP, and we are 100% confident that we will not only meet, but we will exceed your expectations in quality, service and safety, in delivering a show that you as well as your audience will be more than satisfied with. We look forward to working with you and providing you with an amazing display.

Sincerely,

Charles K. McKinley
Southeast Regional Sales Manager

Hugh C. McWhorter
Sales Representative



Company Overview

Background

Founded in 1980 by brothers, James and Michael Oetken, as a way to pay for their fireworks hobby, J&M Displays, Inc. has grown to become the largest shipper of fireworks in Iowa. J&M Displays, Inc. can supply displays throughout the United States and has supplied to China, Bahamas, South Africa, Hong Kong, Belize, and St. Thomas in the Caribbean.

Plant Facilities

Sitting on 106 acres in Southeastern Iowa, J&M Displays, Inc. consists of over 50 on-site permanent storage bunkers, pack house, retail Class C consumer fireworks building, assembly building, and five support buildings. J&M Displays, Inc. also owns satellite bunkers located throughout the mid-western states.

Management

Chief Executive Officer - James J. Oetken
Chief Financial Consultant - Michael M. Oetken

Work Force

J&M Displays, Inc. currently employs a full-time office and plant maintenance staff of 13, a sales force of over 40, and a reserve of over 2000 trained pyrotechnicians.

Product Line

A full line of 1.3G and 1.4G pyrotechnics, firing equipment, mortars, racks, and safety equipment. For indoor pyrotechnics, close proximity fireworks, non-pyrotechnic confetti and streamers see Hi-Tech FX on page 36.

Contact Information

Office hours are Monday – Friday 9:00 am to 4:00 pm
May 16 – July 5 hours are 8:30 am to 5:30 pm
Sunday by appointment only



18064 170th Avenue
Yarmouth, Iowa 52660-9772
1-800-648-3890 or 1-319-394-3890
Fax: 1-319-394-3265

www.jandmdisplays.com

MEMBERS OF APA, PGII, BBB, IPA, IFEA, IAFE

Superior Safety

At J&M safety is our number one concern. We take our role in your event very seriously. We are experienced and use the latest technology, the highest quality product and precision planning to ensure the professional and safe execution of your production.

**Looking for more
than "WOW"?
Call J&M Displays!**

Add real excitement and imagination to any event with a spectacular pyrotechnic production from J&M Displays. With our full-service capabilities, superior design and outstanding reputation for quality and safety, we'll turn any occasion into an event to remember!





Our Experience Your Success

When your event needs to go beyond "WOW", then call the people who understand just what that means!

For over 25 years, millions of people around the world have been entertained with first class, full production pyrotechnics developed by J&M Displays. We've produced events for entertainment, municipal, corporate, and private venues...and our results are always spectacular!

Professional

We're at the top of our industry because we're not only professional, we're passionate. We simply love what we do. We put the same high level of energy, creativity and efficiency into each and every production.

Here's what our customers say...

On behalf of Bank of the West and Leslie Kline Lukas, thank you for putting on an incredible fireworks show for the 20th Anniversary Bank of the West Celebrates America event on July 2. There were an estimated 80,000 people in attendance at Memorial Park for a beautiful evening of music and your great finale of fireworks.

Leslie Kline Lukas, Omaha, Nebraska



Everything went GREAT... Prior to midnight we talked and scheduled how and when we wanted the fireworks to start. They hit it, on the second. Perfect... Look forward to working with you all next year. Thanks again and Happy New Year!!!

KISR Radio, Fort Smith, Arkansas

The fireworks were show stopping! As soon as the first one went off, it grabbed everyone's attention. They just stopped and starred in awe. It made me realize that adults truly enjoy fireworks as well.

Katie Jenkins, Winona, Minnesota

Thanks for a FANTASTIC display... You are the best around!

City of Winnebago, Minnesota



Your beautiful fireworks show in Twin Oaks this year was again a highlight display in the St. Louis metropolitan area. Your crew did an outstanding job with the show, and their cleanup left so little evidence, you would never know they had been there the next morning.

Village of Twin Oaks, Missouri

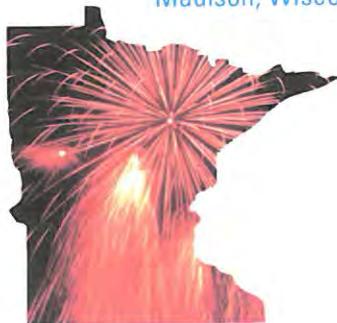


Speaking on behalf of the City of Macomb, we want to thank J&M Displays, Inc. for your participation in this year's 4th of July Fireworks Display. The general consensus throughout the community is that they enjoyed them very much. A big thanks to you and your office staff for all of your cooperation in helping us to get this event put together.

City of Macomb, Illinois

What a fantastic show on Saturday night! The cheers of joy from the crowd said it all. Your team did an excellent job of choreography and the show is definitely one of the best we've had, especially the finale!

Rhythm & Booms, Madison Fireworks Fund, Inc.
Madison, Wisconsin



Thank you for so much for the wonderful display of fireworks. They were fantastic! Even with our limited budget, you made the display an impressive one.

Yarmouth Community Fun Fest, Yarmouth, Iowa

The staff that you provided was very courteous, professional, helpful and very knowledgeable. We look forward to working together with you to make next years Celebration even greater.

Centerville, Iowa



I would like to Thank You for a wonderful fireworks display ... Once again we packed Twin Lake County Park and all roads around the lakes. We have had great response from several people living on the lakes and from the community about the fantastic show we always have.

Twin Lake Fireworks Fundraisers
Twin Lake, Michigan



MEMBERS OF APA, PGII, IPA, NFA, IAFE, NACA, IMTA, BBB

Prepared for

City of Stuart

Multiple Shows

RFP #2018-201



Type 1

SHOW OVERVIEW

Your dynamic display will include the following elements of excitement:

OPENING: Celebrate your event with colorful brilliance and chest-pounding thunderous salutes. A modest teaser for what's about to come. May I have your attention...the show has just begun! The modest opener will contain a barrage of assorted colors and effects of shells and multi-shot aerial devices launched from several different positions. 3 minutes

| | | | | |
|------|----|-----|---|-----------------|
| 1.5" | | 5" | 5 | |
| 2.5" | | 6" | 2 | |
| 3" | 50 | 8" | 1 | Total 78 Shells |
| 4" | 20 | 10" | | |

BODY OF PROGRAM: "Oohs and Ahhhs" will help start your event off with a bang. The body of your show will be a high intensity aerial spectacular with 7 minutes full of various colors, sounds and effects. It will contain an assortment of J&M brand shells; the highest quality shells available in the industry, all manufactured to our exacting specifications. This means higher altitude, bigger breaks, brighter colors, more noise and unique effects. Not your standard shows full of the same color peonies and chrysanthemums.

| | | | | |
|------|-----|-----|-----|------------------|
| 1.5" | | 5" | 143 | |
| 2.5" | | 6" | 15 | Total 450 Shells |
| 3" | 100 | 8" | 7 | |
| 4" | 180 | 10" | 5 | |

GRAND FINALE: ...and it will be GRAND! The Pièce de résistance.

J&M Displays understands that people will most likely remember the finale more than anything else during the show. We will design a finale that your crowd will talk about for months! J&M is known in the industry for shooting some of the most spectacular Grand Finales. Just wait... We think you will agree! 5 minutes

| | | | | |
|------|-----|-----|----|------------------|
| 1.5" | | 5" | 22 | |
| 2.5" | | 6" | 3 | Total 344 Shells |
| 3" | 200 | 8" | 2 | |
| 4" | 116 | 10" | 1 | |

* All shells provided are manufactured to J&M Displays exact specifications which are of higher quality than standard shells provided by other companies as we travel to these regions every year to ensure quality control of J&M Brand Shells. Shells included in this proposal will come from 3 main geographical regions USA, Spain, and China.

* We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice.*



Type 2

SHOW OVERVIEW

Your dynamic display will include the following elements of excitement:

OPENING: Celebrate your event with colorful brilliance and chest-pounding thunderous salutes. A modest teaser for what's about to come. May I have your attention...the show has just begun! The modest opener will contain a barrage of assorted colors and effects of shells and multi-shot aerial devices launched from several different positions. 5 minutes

| | | | | |
|------|-----|-----|---|------------------|
| 1.5" | | 5" | 5 | Total 150 Shells |
| 2.5" | | 6" | 3 | |
| 3" | 100 | 8" | 2 | |
| 4" | 40 | 10" | | |

BODY OF PROGRAM: "Oohs and Ahhhs" will help start your event off with a bang. The body of your show will be a high intensity aerial spectacular with 15 minutes full of various colors, sounds and effects. It will contain an assortment of J&M brand shells; the highest quality shells available in the industry, all manufactured to our exacting specifications. This means higher altitude, bigger breaks, brighter colors, more noise and unique effects. Not your standard shows full of the same color peonies and chrysanthemums.

| | | | | |
|------|-----|-----|-----|------------------|
| 1.5" | | 5" | 235 | Total 970 Shells |
| 2.5" | | 6" | 67 | |
| 3" | 200 | 8" | 14 | |
| 4" | 444 | 10" | 10 | |

GRAND FINALE: ...and it will be GRAND! The Pièce de résistance.

J&M Displays understands that people will most likely remember the finale more than anything else during the show. We will design a finale that your crowd will talk about for months! J&M is known in the industry for shooting some of the most spectacular Grand Finales. Just wait... We think you will agree! 10 minutes.

| | | | | |
|------|-----|-----|----|------------------|
| 1.5" | | 5" | 40 | Total 692 Shells |
| 2.5" | | 6" | 6 | |
| 3" | 400 | 8" | 4 | |
| 4" | 240 | 10" | 2 | |

* All shells provided are manufactured to J&M Displays exact specifications which are of higher quality than standard shells provided by other companies as we travel to these regions every year to ensure quality control of J&M Brand Shells. Shells included in this proposal will come from 3 main geographical regions USA, Spain, and China.

* We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice.*



Type 3

SHOW OVERVIEW

Your dynamic display will include the following elements of excitement:

OPENING: Celebrate your event with colorful brilliance and chest-pounding thunderous salutes. A modest teaser for what's about to come. May I have your attention...the show has just begun! The modest opener will contain a barrage of assorted colors and effects of shells and multi-shot aerial devices launched from several different positions. 5 minutes.

| | | | | |
|------|----|-----|---|------------------|
| 1.5" | | 5" | 5 | Total 110 Shells |
| 2.5" | | 6" | 3 | |
| 3" | 50 | 8" | 2 | |
| 4" | 50 | 10" | | |

BODY OF PROGRAM: "Oohs and Ahhs" will help start your event off with a bang. The body of your show will be a high intensity aerial spectacular with 16 minutes full of various colors, sounds and effects. It will contain an assortment of J&M brand shells; the highest quality shells available in the industry, all manufactured to our exacting specifications. This means higher altitude, bigger breaks, brighter colors, more noise and unique effects. Not your standard shows full of the same color peonies and chrysanthemums.

| | | | | |
|------|-----|-----|-----|------------------|
| 1.5" | | 5" | 235 | Total 819 Shells |
| 2.5" | | 6" | 111 | |
| 3" | 100 | 8" | 10 | |
| 4" | 350 | 10" | 13 | |

GRAND FINALE: ...and it will be GRAND! The Pièce de résistance.

J&M Displays understands that people will most likely remember the finale more than anything else during the show. We will design a finale that your crowd will talk about for months! J&M is known in the industry for shooting some of the most spectacular Grand Finales. Just wait... We think you will agree! 8 minutes

| | | | | |
|------|-----|-----|----|------------------|
| 1.5" | | 5" | 40 | Total 524 Shells |
| 2.5" | | 6" | | |
| 3" | 200 | 8" | 18 | |
| 4" | 264 | 10" | 2 | |

* All shells provided are manufactured to J&M Displays exact specifications which are of higher quality than standard shells provided by other companies as we travel to these regions every year to ensure quality control of J&M Brand Shells. Shells included in this proposal will come from 3 main geographical regions USA, Spain, and China.

* We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice.*



Type 4

SHOW OVERVIEW

Your dynamic display will include the following elements of excitement:

OPENING: Celebrate your event with colorful brilliance and chest-pounding thunderous salutes. A modest teaser for what's about to come. May I have your attention...the show has just begun! The modest opener will contain a barrage of assorted colors and effects of shells and multi-shot aerial devices launched from several different positions. 6 minutes

| | | | | |
|------|-----|-----|----|------------------|
| 1.5" | | 5" | 10 | Total 155 Shells |
| 2.5" | | 6" | 3 | |
| 3" | 100 | 8" | 2 | |
| 4" | 40 | 10" | | |
| | | | | |

BODY OF PROGRAM: "Oohs and Ahhs" will help start your event off with a bang. The body of your show will be a high intensity aerial spectacular with 30 minutes full of various colors, sounds and effects. It will contain an assortment of J&M brand shells; the highest quality shells available in the industry, all manufactured to our exacting specifications. This means higher altitude, bigger breaks, brighter colors, more noise and unique effects. Not your standard shows full of the same color peonies and chrysanthemums.

| | | | | |
|------|-----|-----|-----|--------------------|
| 1.5" | | 5" | 450 | Total 1,171 Shells |
| 2.5" | | 6" | 127 | |
| 3" | | 8" | 14 | |
| 4" | 560 | 10" | 20 | |
| | | | | |

GRAND FINALE: ...and it will be GRAND! The Pièce de résistance.

J&M Displays understands that people will most likely remember the finale more than anything else during the show. We will design a finale that your crowd will talk about for months! J&M is known in the industry for shooting some of the most spectacular Grand Finales. Just wait... We think you will agree! 8 minutes.

| | | | | |
|------|-----|-----|----|------------------|
| 1.5" | | 5" | 40 | Total 603 Shells |
| 2.5" | | 6" | 20 | |
| 3" | 250 | 8" | 24 | |
| 4" | 264 | 10" | 5 | |
| | | | | |

* All shells provided are manufactured to J&M Displays exact specifications which are of higher quality than standard shells provided by other companies as we travel to these regions every year to ensure quality control of J&M Brand Shells. Shells included in this proposal will come from 3 main geographical regions USA, Spain, and China.

* We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice.*



YOUR SCHEDULE OF SPECTACULAR SERVICES

Show Dates: Holiday Show, New Year's Eve Show, Boat Show & 4th of July Celebration

Show Duration: Shows ranging from 15 minutes – 45 minutes.

Multiple position shows with a shell or shells fired every 3 seconds

Some shells will be fired alone while others will be fired in flights of 2 and 3

Shell Count: Type 1) 872 Type 2) 1,8212 Type 3) 1,453 Type 4) 1,929

Your Fireworks Budget: Type 1) \$18,000 Type 2) \$35,000 Type 3) \$35,000 Type 4) \$50,000

**Prices per show can decrease to a \$1,000.00 per minute cost if finales are shortened and main bodies are lengthened.

Barge Cost not budgeted in this Proposal: City provides barge for barge shows, as stated in RFP #2018-201 Section 2.7, "City designated barge...."

Pyrotechnician Crew: Supervisor: Charles McKinley. Lead Technicians: Brian Olson and Greg Weeks + crew.

Firing Method: Electrically Fired and Choreographed to music per your request.

Soundtrack: Approval requested 60 days in advance

Insurance Liability Coverage: \$10 Million Dollars to cover the Fireworks Display. J&M Displays uses a PER PROJECT policy meaning every display is covered with \$10 million of coverage. Our insurance policies are through Lexington and are rated A++XVI.

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.

License & Permits: J&M will assist you in obtaining all required local, county and state fireworks permits and approvals.

Transportation: Fireworks and equipment will be delivered by qualified drivers as required by US DOT.

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

Safety Procedures: J&M Displays adheres to all safety regulations. NFPA 1123 & 1126 codes and state codes will be strictly enforced.



PLANNING PROCEDURES & TIME-LINE

1. All permits will be filed at least 30 days prior to show date. This includes, but is not limited to, Coast Guard and Local Marine Services, Fire Department, FAA, and Local City.
2. J&M Displays, Inc likes to organize all music for choreography no later than 60 days prior to the display, so that we have adequate time to perfect the choreography.
3. One day prior to show date, J&M Displays will arrive with equipment and will build all racks by the end of the day with a crew and lead technicians.
4. A J&M DOT/HAZMAT Certified driver will deliver the product to the crew on designated date where we will begin dropping product. The display will be completely setup and wired by the afternoon of the show date.
5. J&M Displays will conduct checks, marine safety measures, and assist in fire departments final inspection.
6. If Barge show, once the barge is at the shoot site, the crew will do a second check to ensure the movement to the site has not caused any issues with continuity or otherwise.
7. J&M will remove un-shot/defective shells from the load site. This product will be removed, packed and transported per the strict requirements of DOT & ATF.
8. J&M will clean debris and large trash from the site before leaving for the night.
9. J&M will return the next day to break down equipment and further clean missed trash from the site.



SHOW SAFETY & SECURITY PLAN

The fireworks and equipment will arrive at the shoot site the day of the display. Everyone on the pyrotechnic crew has been trained on safety and security awareness. The fireworks are never left unattended.

J & M has a transportation security plan as mandated by the Department of Transportation (DOT). This plan cannot be disclosed according to Federal regulations. J & M Displays abides by all Federal DOT rules and regulations including packaging, shipping, cargo securement, and security.

J & M Displays adheres to NFPA 1123 Code for Fireworks Displays. NFPA approved fire extinguishers are standard equipment at all displays.

During the show, crewmembers will assist in guarding the perimeter to make sure that no one is allowed in the fallout zone during the display. Security is maintained around the perimeter until it is determined safe.

One crewmember will be designated as the "spotter". The spotter observes the fireworks display as it is launched watching for any shells that may come back to the ground unexploded, possible ground fires, etc.

Following the display, the fallout zone is thoroughly checked for the possibility of any live fireworks and/or hot debris. The next morning the site is again checked.



VALUE ADDED CUSTOMER EXPERIENCE

- **Turnkey Production** – Our job is to make your job easier.
 - Permit applications, site maps, fire dept. coordination.
 - Insurance documents for certificate holders and additionally insured.
 - Technicians who are well trained, punctual, and professional.
 - Pre-show; show day, and post-show follow-up and customer service. We welcome our customers to check out the shoot site pre and post shows as we pride ourselves in our work and customer service.

- **Legacy**– J&M has produced thousands of displays around the world.
 - Since 1980 J&M has produced some of the most spectacular displays in the world.
 - A long history benefits you by being well experienced.
 - The J&M team strives every day to be the industry leader in new designs, effects and shows.
 - Technicians strive to learn and work with J&M.

- **Company Size** – There are many benefits to being a large fireworks company.
 - World-class designers producing worldwide events.
 - J&M's buying power assures better quality fireworks without higher expenses benefiting our clients.
 - Highest level of insurance in the industry to protect our clients.
 - Technicians located all across the Midwest and southeast as well as in California & Hawaii.
 - Dozens of regional storage facilities to cut costs for our clients.
 - Quality equipment – Every year J&M buys new equipment to replace anything outdated or unsafe.



MEMBERS OF APA, PGII, IPA, NFA, IAFF, NACA, IMTA, BBB

YOUR PERSONALISED J&M FIREWORKS TEAM

Charles K. McKinley
Southeast Regional Manager
1-866-535-7976
1-251-725-7975
Charlesm@JandMDisplays.com
Dothan, AL Office

Hugh C. McWhorter
Southeast Sales & Logistics
1-866-535-7976
251-599-2816
Mack@JandMDisplays.com
Mobile, AL Office

Our goal is to work in tandem with both sales and operations to make sure everything runs smoothly. We aim for complete customer satisfaction.

Danielle McWhorter
Southeast Regional Administrator
1-866-535-7976
DMcWhorter@JandMDisplays.com
Mobile, AL Office

Danielle acts as a liaison between the regional sales staff and the operations team at J&M. She assists with processing orders for packing and shipment as well as handles permitting of shows.

James J. Oetken
President and CEO
1-800-648-3890
Main@JandMDisplays.com
Yarmouth, IA – Corporate Office

Unlike many CEO's Jim has a very hand's on and client-focused approach to doing business. He is happy to discuss both compliments and concerns with clients. Jim will promptly reply to phone calls received. His concern is complete client satisfaction.

DETAILED SAFETY PLAN. Please see the attached safety plan and safety requirements.

FIRING LAYOUT PLAN. A variety of special effect shells including special effect Barrage Boxes, Saturn's, Smiley Faces, etc. will be used in the show all of which are in the range requested. There will be several firing locations in the main body with additional positions for the finale and frontage items. Racks in the finale will be angled to the left and right of center to diminish the "white out" or "smoke out" effect of a multitude of shells exploding in the same volatile air space.

A narrative for your display is the item listed as Proposal. This is all the information we can provide at this time until the music is selected and/or the show has been scripted after the award of this contract. We have provided a list of shells to be shot in each section, but the order in which they will be shot in each section is based on the musical soundtrack that is normally produced by the client and provided to the fireworks contractor. J&M is happy to produce this soundtrack if requested. A pyro-musical presentation is based on the songs that the fireworks will be choreographed to. Once the soundtrack has been approved, J&M Displays will choreograph your show down to 1/100th of a second. Shell colors, effects, and scenes will coincide with the music selected to create a masterpiece in the sky! Once the choreography has been completed, a script with the order and time of each shell can be provided along with a digital rendering of the show set to music. In the meantime, we have provided a complete list of shells and their descriptions that will be utilized during the performance of your display.



MEMBERS OF APA, PGII, IPA, NFA, IAFE, NACA, IMTA, BBB

Project Management Plan



FIRING SYSTEM. J&M Displays will utilize one of our State of The Art Digital/Electronic Firing Controllers. These systems offer precision timing and control down to 1/100th of a second, so that each effect can be precisely choreographed to the music. A backup Digital Firing Controller will be provided at no charge as a fail-safe should a problem present itself with the main panel and cause issue with the choreographed event. J&M Displays will provide radio communications between the lead operator as well as staff in the execution of your event.

QUALITY CONTROL PLAN. Charles McKinley is the Southeast Regional Manager and is responsible for implementing all quality control measures indicated within the subsections of this plan. Charles reports directly to Jim Oetken CEO in the case on an emergency. Charles along with Danielle McWhorter, his assistant are here to answer all questions and address any concerns you have prior to the date of your show. On the date of your show it is the responsibility of the lead technician to insure all quality control measures are followed through and comply with any on site requests you may have. If for some reason the onsite technician needs assistance, they will work directly with executive management for a quick but safe resolve to the situation at hand.



Safety Requirements:

J&M Displays will comply with the all safety requirements to ensure a safe and enjoyable firework display.

a. J&M Displays will provide Barricade tape and can provide additional signs, etc., on request to protect the lives and safety of employees and other persons which shall assist in preventing damage to property, materials, supplies and equipment and thus avoid work interruptions.

b. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA). J&M Displays maintains compliance with all applicable portions of OSHA requirements, ARMY regulations pertaining to Occupational Health and Safety as well as local, state, federal and installation safety codes and regulations.

c. SAFETY INSPECTIONS. J&M Displays will comply with all installation safety regulations and will permit periodic inspection by the Installation Safety Office. These inspections may be announced or unannounced. J&M Displays will make all boxes accessible to Law Enforcement and any other authority having jurisdiction during the pre-inspection of contents. In addition, J&M Displays will be available during the pre-inspection to discuss contents and further agrees to answer any questions regarding the contents.

d. ENVIRONMENTAL PROGRAMS. J&M Displays will follow all guidelines established and comply with federal government environmental programs.



e. REGULATIONS AND LAWS. J&M Displays will comply with federal, state, and local laws, regulations and standards, regarding the environment and pollution. All environmental protection matters shall be coordinated through the COR and the DLE (Department of Law Enforcement) Office.

f. CITATIONS. Citations on non-compliance with environmental standards are a matter for resolution between J&M Displays, Contracting Office, and the issuing officer of the EPA or State regulatory authorities. If citations are issued by federal, state, or local officials, due to faulty practices, the fine will be paid by J&M Displays. The payment does not release the J&M Displays from any liabilities for cleanup or resultant damages.

g. SPILLS. J&M Displays is responsible for cleanup and the reporting of any fuel or hazardous chemical spills within one (1) hour in accordance with federal, state, local and installation laws, regulations, standards and plans to the DLE Office.

h. FIRE PROTECTION AND PREVENTION. J&M Displays will comply with all fire prevention measures prescribed, Fire Protection Regulations and the National Fire Protection Association's Life Safety Code, which are in or may be put into effect during the course of performance or work under this contract. J&M Displays will conduct a thorough inspection at the close of operations where work under the terms of the delivery order have been accomplished to determine that all necessary safeguards relative to probable fire hazards are in effect. J&M Displays will familiarize all employees engaged in work under this contract with the aforementioned fire regulations.



Safety Plan

J&M Displays will take, at a minimum, the following safety precautions to ensure a safe and enjoyable firework display.

- a. DISPLAY PYROTECHNICS (FIREWORKS). All fireworks are to be in compliance with National Fire Protection Association (NFPA 1123, 1124, & 1126) codes.
- b. SHELL PACKAGING AND MARKING. All shells can be identified by shell type, country of shell origin, and description of each type and color. J&M Displays will separate all fireworks/pyrotechnics by category. All boxes will be easy to identify based on their contents including the type, size and quantity. Grand Finale shells can be easily identified as “Grand Finale Shells”.
- c. SHELL SIZE. The maximum shell size and safety perimeter will be in accordance with all State and Federal Pyrotechnic Regulations (NFPA 1123 & 1126). All shells comply with the Restrictions of Certain Foreign Purchases Clause (Clause BI 055).
- d. UNFIRED EXPLOSIVES STORAGE. J&M Displays will ensure that all unfired explosives and/or pyrotechnics are stored a minimum of one hundred feet from the firing point in a manner that is in compliance with all local, State, & federal law.
- e. GROUNDS. J&M Displays will work closely with the client or client representative to arrange for launch site grounds preparation to include ground-watering, sweeping, and/or grass cutting. prepare the display area.



f. DIRECTION OF FIRE. J&M Displays shall set up all equipment and racks in a manner that is compliant with NFPA 1123 so that the direction of fire shall be away from spectators and structures. We will ensure that static firings follow the NFPA 1123 minimum of 70ft /in of shell. Height of the explosives and/or pyrotechnic airbursts will be in accordance with industry standards. Serial airbursts will be a minimum of 300 feet in the air. Wind direction and fall-out will be considered at all times by the lead shooter and spotters.

g. EMERGENCY PERSONNEL. J&M Displays will coordinate with the COR to ensure adequate standby emergency medical and firefighting personnel and equipment are available directly outside the fallout area but within the immediate vicinity during the entire period of the aerial fireworks display.

h. FIRE EXTINGUISHERS – J&M Displays will furnish and have at the immediate firing site two 2.5 gallon water extinguishers to be used by pyrotechnicians to extinguish small fires.

i. PROTECTIVE CLOTHING. J&M Displays will ensure that all employees wear protective equipment and clothing during the firing of the aerial fireworks. J&M Displays is solely responsible for the safety of our technicians performing the fireworks display.

j. TRANSPORTATION SECURITY PLAN. J&M has a transportation security plan as mandated by the Department of Transportation (DOT). This plan cannot be disclosed according to Federal regulations. J & M Displays abides by all Federal DOT rules and regulations including packaging, shipping, cargo securement, and security.

k. DELIVERY TIME. J&M Displays will deliver all fireworks in accordance with all DOT & AFF regulations. All fireworks and equipment will arrive on the day of the display unless otherwise agreed upon. All Crew have completed mandatory training on safety and security awareness. In compliance with ATF rules fireworks are never left unattended.



1. SHOW SECURITY. During the firing of the display all J&M technicians will assist in guarding the perimeter to make sure that no unauthorized entry into the fallout zone occurs. A security perimeter will be maintained until the display site is determined safe. Each technician designated as a “spotter”. Will observe the fireworks display as they are launched watching for any shells that may come back to the ground unexploded, possible ground fires, etc. Following the display, the fallout zone is thoroughly checked for the possibility of any live fireworks and/or hot debris. J&M Displays will also conduct a safety check the following morning in accordance with best practices for show safety.



Choreography & Composition

Although we cannot provide the exact shells to be shot at this point due to not having the exact music, we can provide a narrative as to our process of choreography and composition. A Pyro-Musical presentation is based on a soundtrack and what songs the fireworks will be choreographed to. Once your soundtrack has been approved and submitted to J&M Displays the choreography process begins. At J&M we choreograph our shows to music down to 1/100th of a second using Finale Fireworks, the latest in Show Sim technology. We can even show you what your fireworks show will look like in a personalized video.

Again, providing the exact shells before we receive the music is not possible. Each shell has a different burst and time of travel, so once the music is received we will hand pick shells from our extensive inventory that complement the music and effect wanted. We can provide a list of exact shells once the show has been choreographed. On the previous page, we have provided a list of shell sizes that will be used in the Opening, Main Body, and Finale. Also, you will find an inventory of all the quality shells that J&M uses in our bid packet.

Music licensing.

To comply with the DMCA (Digital Millennium Copyright Act), J&M Displays is required to file reports listing all songs used in the scripting of our events. All fees are paid for by J&M.

PART V RFP SUBMITTALS

5.1 PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Values must be provided for all categories below and must represent the total cost for each service. No additional charges will be invoiced to or paid by the City of Stuart. All overhead includes all labor, material, equipment, tools, transportation, insurance, all loading, unloading, setting-up, and breaking down for the entire event.

| TYPE | EVENT DESCRIPTION | TOTAL PRICE |
|------|--|--------------|
| 1 | 15 minute show launched from ground, 3 minute opening, 7 minute body, no pause, and a 5 minute finale. | \$ 18,000.00 |
| 2 | 30 minute show launched from a barge on the Saint Lucie River, 5 minute opening, 15 minutes body, no dead air space time from start to finish, 10 minute finale. | \$ 35,000.00 |
| 3 | 30 minute show launched from ground, 5 minute opening, 30 second pause, 16 minute body, 30 second pause, 8 minute finale | \$ 35,000.00 |
| 4 | 45 minute show launched from a barge on the Saint Lucie River, Six minute opening, 17 minute body, 30 second pause, 13 minute body, 30 second pause, 8 minute finale | \$ 50,000.00 |

5.2 PERFORMANCE LEVEL POLICY

As indicated in Item 1.21, in the event that the City encounters various difficulties with contract performance, such as delays in the start of show and unapproved pauses and/or delays occurring during the show. Proposer shall outline cost adjustments that would be made to the contracted price of the show to reflect such circumstances. Proposers are to use the suggested format for submitting their deductions for percent credit to be applied to total cost of event. Failure to price out a component or identify how the price structure is addressed may result in the City not being able to fully evaluate and consider the Proposal as nonresponsive. Identifying (0%) credit for any items (1-5) shall result in percent credit defaulting to the minimum of 10 %.

| ITEM | DESCRIPTION | PERCENT CREDIT |
|------|---|----------------|
| 1 | More than 1% of shells remain unfired due to bad electric matches, damp black-match for shell, a loose connection due to the concussions during a show, etc | 0 % |
| 2 | Delayed Start 5-10 minutes late | 1.5 % |
| 3 | Delayed Start 11-20 minutes late | 3 % |
| 4 | Unapproved pause of 1 minute – or more occurring during show due to equipment malfunction or technician error | 0.15 % |
| 5 | Fireworks are not released at proper locations | 0 % |

Company Name: J&M Displays, Inc.

The Respondent certifies that as a condition of bidding he will hold good the above proposal prices and percentages for a minimum period of **ninety** (90) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive and no further evaluation of the proposal will occur.

| | | |
|--|---|--|
| Addendum(s) # _____ through # _____ | Respondent's Initials <u>CKM</u> | |
| <u>Charles K. McKinley</u> (Signature) | <u>Charles K. McKinley</u> (Printed Name) | |
| J&M Displays, Inc Name of Company, Firm | Southeast Regional Manager (Printed Title) | |
| <u>251-725-7975</u> Telephone Number | <u>N/A</u> Facsimile Number | <u>Charlesm@jandmdisplays.com</u> Email Address |

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

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

| | |
|---|--|
| Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431 | License/Permit Number 5-IA-057-50-8K-00054 |
| Chief, Federal Explosives Licensing Center (FELC) <i>Christopher R. Keever</i> | Expiration Date October 1, 2018 |

Name
J & M DISPLAYS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
**18064 170TH AVE
YARMOUTH, IA 52660-9772**

Type of License or Permit
50-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement
The licensee or permittee named above shall use a copy of this license or permit to assist a transfer of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

J & M DISPLAYS INC
18064 170TH AVE
YARMOUTH, IA 52660-9772

James J. Detken
Licensee/Permittee Responsible Person Signature
James J. Detken
Printed Name

E.F.O.
Position/Title
9-1-2016
Date

ATF Form 5400.14-5400.15 Part I
Revised October 2011

Previous Edition is Obsolete J & M DISPLAYS INC-18064 170TH AVE-52660-9772-5-IA-057-50-8K-00054-October 1, 2018-50-MANUFACTURER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

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

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

| | |
|---|------------------------|
| Federal Explosives License/Permit (FEL) Information Card | |
| License/Permit Name: J & M DISPLAYS INC | |
| Business Name: | |
| License/Permit Number: 5-IA-057-50-8K-00054 | |
| License/Permit Type: 50-MANUFACTURER OF EXPLOSIVES | |
| Expiration: | October 1, 2018 |
| Please Note: Not Valid for the Sale or Other Disposition of Explosives. | |

Louisiana Office of State Fire Marshal
Fireworks Licensing Section
Fireworks Wholesale Permit

Permit Number: 1000000511

Date Issued: 04/01/2017

Date Expires: 04/01/2018

Pursuant to the provisions of Louisiana Revised Statutes 51:650-660 and having met the requirements of this office as determined from application, this License is hereby granted as:

Importer

during the dates indicated above

License Issued To: J & M DISPLAYS
Mailing Address: 18064 170TH AVE
YARMOUTH, IA 52660

Physical Location: 18064 170TH AVE
YARMOUTH, IA 52660

Phone Number: (319) 394-3890

*This license is not transferrable and may be revoked or suspended with cause.
Display License in a conspicuous place at location.*

Total Fees Paid: \$500.00





**S.C. DEPARTMENT OF LABOR, LICENSING AND REGULATION
STATE BOARD OF PYROTECHNIC SAFETY**

110 Centerview Drive
Columbia, SC 29210
Phone: 803-896-4259

ANNUAL WHOLESALER'S LICENSE

(Person or entity that may buy foreign or domestic fireworks, store fireworks, supply or sell fireworks to any person or entity holding the proper South Carolina License)

License #: **224**

Date Issued: 08/18/2016

LICENSE EXPIRES: 08/31/2018

ISSUED TO:

NAME OF FACILITY: **J & M DISPLAYS**

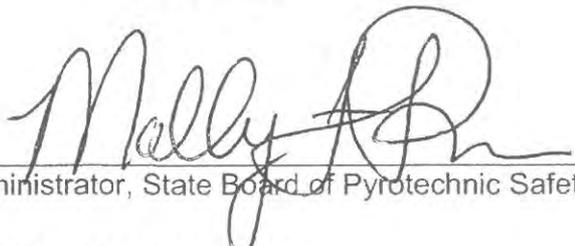
ADDRESS OF FACILITY: 18064 170TH AVENUE, YARMOUTH, IA 52660

NAME OF OWNER: JAMES J OETKEN

MAILING ADDRESS OF OWNER: 18064 170TH AVENUE
YARMOUTH IA 52660

TAX IDENTIFICATION NUMBER: 000087193

Signed:


Administrator, State Board of Pyrotechnic Safety

POST IN CONSPICUOUS PLACE



Ralph T. Hudgens

State of Georgia

Office of

Georgia Safety Fire Commissioner

No. 0269

920 West Tower, 2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334

PROXIMATE AUDIENCE FIREWORKS AND/OR PYROTECHNICS DISPLAY

Pursuant to O.C.G.A. Title 25, Chapter 10, and the Rules and Regulations of the Safety Fire Commissioner, this license is issued for the purpose of conducting Proximate Audience Fireworks and/or Pyrotechnics Displays only for the following company and listed operators thereof:

J & M Displays, Inc.
18064 170th Avenue
Yarmouth, IA. 52660

This license is revocable and may be suspended upon violation of any of the provisions of the Rules and Regulations promulgated thereunder.

Regulatory Fee: \$1,500.00

Date Issued: December 29, 2017

Expiration Date: December 31, 2018

OPERATORS

By:

Safety Fire Commissioner/Designee



**State of Alabama
Department of Insurance
Fire Marshal's Office**

201 MONROE STREET SUITE 1790
POST OFFICE BOX 303352
MONTGOMERY, ALABAMA 36130-3352

2018 FIREWORKS PERMIT

PERMIT NO: 2017001059
SALES TAX ID: R008275785
PERMIT DATE: 01/01/2018
EXPIRATION DATE: 12/31/2018

JAMES J OETKEN
18064 170TH AVENUE
YARMOUTH, IA 52660

The Classification of this Fireworks Permit is Distributor.

This permit has been issued for use by the business named J & M DISPLAYS, INC.
which is located in OutofState county
at 18064 170TH AVENUE, YARMOUTH, IA.

**THERE WILL BE NO DEVIATING OF ANY SORT FROM THE GUIDELINES STATED ON THIS PERMIT
UNLESS PRIOR APPROVAL FROM LOCAL AND STATE OFFICE.**

**THIS PERMIT IS NOT TRANSFERABLE AND MAY BE REVOKED FOR VIOLATIONS OF ANY
APPLICABLE LAW, RULE OR REGULATION.**

Scott F. Pilgreen
State Fire Marshal

10903000

State of Tennessee

304

TENNESSEE FIREWORKS PERMITS

DISPLAY EXHIBITOR

J & M DISPLAYS, INC.

This is to certify that all requirements of the State of Tennessee have been met by virtue of Chapter 118 Public Acts of 1961, as amended by Chapter 146, Public Acts of 1969.



ID NUMBER: 3421
LIC STATUS: LICENSED
EXPIRATION DATE: February 09, 2019

IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2015-2018**

Registrant: J & M DISPLAYS INC JAMES J OETKEN
Attn: JAMES J OETKEN
18064 170TH AVE
YARMOUTH, IA 52660-9772

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 051415 550 095XZ Issued: 05/14/2015 Expires: 06/30/2018
HM Company ID: 011991

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



U.S. Department
of Transportation
**Federal Motor
Carrier Safety
Administration**

1200 New Jersey Ave., S.E.
Washington, DC 20590

January 22, 2016

In reply refer to:
USDOT Number: 377461

JAMES J. OETKEN
CEO
J & M DISPLAYS INC
18064 170TH AVENUE
YARMOUTH, IA 52660

HAZARDOUS MATERIALS SAFETY PERMIT
HM Safety Permit ID: US-377461-IA-HMSP
Effective Date: January 22, 2016

Dear JAMES J. OETKEN:

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning January 22, 2016 and remain effective through January 31, 2018 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division at 202-366-6121.

Sincerely,

Joseph P. DeLorenzo
Director, Office of Enforcement and Compliance

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to J & M Displays Inc. of Iowa
(Motor Carrier name) (Motor Carrier state or province)

Dated at 11:45 am on this 18th day of January, 2017

Amending Policy Number: S18CA00033-171 Effective Date: January 15, 2017

Name of Insurance Company: Everest National Insurance Company

Countersigned by: _____

David A. Davis
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000.00 for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: _____

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

(continued on next page)

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

SCHEDULE OF LIMITS — PUBLIC LIABILITY

| Type of carriage | Commodity transported | January 1, 1985 |
|--|--|-----------------|
| (1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds). | Property (nonhazardous) | \$750,000 |
| (2) For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds). | Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403. | \$5,000,000 |
| (3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds). | Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below. | \$1,000,000 |
| (4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds). | Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403. | \$5,000,000 |

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.



U.S. Department
of Transportation
Federal Motor Carrier
Safety Administration

**ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Form Approved:
OMB No.: 2126-0008

Issued to J & M Displays, Inc. of Yarmouth, IA
 Dated at Cleveland, OH this 23rd day of January, 2017
 Amending Policy No. EXC6028118-02 Effective Date 1/15/2017
 Name of Insurance Company Maxum Indemnity Ins. Co.

Countersigned by *Randi J. [Signature]*
 Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]" for the limits shown:

- This insurance is primary and the company shall not be liable for amounts in excess of \$ _____ for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ 5,000,000 for each accident in excess of the underlying limit of \$ 1,000,000 for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 216-656-7678

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the

limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

Form MCS-90 (4/2000)

SCHEDULE OF LIMITS—PUBLIC LIABILITY

| Type of carriage | Commodity transported | Jan. 1, 1985 |
|--|---|--------------|
| (1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds). | Property (nonhazardous)..... | \$ 750,000 |
| (2) For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds). | Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403 | \$5,000,000 |
| (3) For-hire and Private (In interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds). | Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below. | \$1,000,000 |
| (4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds). | Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403. | \$5,000,000 |
| | | |

Bryan Olson

J&M Displays
Pensacola, Florida
866-535-7976

Date of Birth: April 6, 1957

- Shooting professional outdoor shows since 1991.
- Approximately 10 shows per year.
- Experienced in electronic firing, outdoor displays, close proximate.
- 1997-2002 Shot Hong Kong Chinese New Year and National Day
- APA & PGI Certified.

Most Recent Aerial Shows Fired by Brian Olson:

Darien Cornfest Inc. 9/8/17
Lake Geneva Jaycees 8/20/17
Westgate Corridor Business Group 8/26/17
Tom & June McClellan 7/29/17
Village of Fontana 7/4/17
City of Elkhorn 6/30/17
Badger HS 10/7/16
Claire Flitcroft 9/17/16
Lake Geneva Jaycees 8/21/16
Darien Corn Fest 9/9/16
Westgate Corridor 8/27/16
Tom & June McClellan 7/30/16
Tichigan Lake Fireworks 7/2/16
Delavan 7/4/16
Fontana 7/3/16
Elkhorn 7/1/16

Gregory Brandon Weeks

J&M Displays

1882 Irby Rd, Fort Valley, Georgia 31031

866-535-7976

Date of Birth: April 6, 1984

- Shooting professional outdoor shows since 2008.
- Approximately 10 shows per year.
- Experienced in electronic firing, outdoor displays, close proximate

Most Recent Aerial Shows Fired by Greg Weeks:

Frayed Knot Chapin, SC – 10/15/16
Dothan Downtown – 12/31/16
Carr Carnival – 5/28/17 & 6/3/17
Perry Area Church of Christ – 6/25/17
Glenwood Park, Atlanta – 7/1/17
Jekyll Island Authority – 7/4/17
Refuge Ministries – 7/22/17
Jekyll Island Summer Waves – 7/30/17
BAPS Swaminarayan – 10/22/17
Jekyll Island Authority – 11/25/17

Most Recent Close Prox Shows Fired by Greg Weeks:

5 Shows at Mercer University – 8/31/17, 9/9/17, 9/30/17,
10/14/17, & 11/4/17
BAPS Swaminarayan – 10/22/17

Enclosure (19)

Charles K. McKinley

Southeast Regional Manager - Show Producer

J&M Displays

2083 Helms Road Dothan, AL 36301

866-535-7976 work 251-725-7975 cell

Date of Birth: March 28, 1980

- Licensed in both Outdoor & Special Effects since 2001
- Shooting professional outdoor shows since 1998.
- Fires approximately 50+ shows per year.
- Experience in hand, electronic, & Computer firing
- Experience with *Outdoor displays *Close Proximate *Flame Effects *Confetti

Sample of Shows Fired by Charles McKinley:

1998-2009 Fort Gordon Military Base, Augusta GA - Outdoor

1999-2014 New Orleans Saints, New Orleans, La - Indoor

2012 - 2017 Auburn University Athletics – Indoor & Outdoor

2013 – Super Bowl XLVII

MOST RECENT SHOWS:

BAPS Atlanta 7/2/2017

Mercer University 8/31/2017

Gokuldharm 10/7/2017

BAPS Atlanta 10/19/2017

Dothan Downtown 12/31/17

College Football Championship 1/6/18 & 1/7/18



MEMBERS OF APA, PGII, IPA, NFA, IAFE, NACA, IMTA, BBB

REFERENCES

City of Madison
Madison, AL
Contact: Gayle Milam
gayle.milam@madisonal.gov
PH: 256-772-2557

Centennial Olympic Park
Atlanta, GA
Contact: Phill Lana
PH: 404-223-8557

Boom Boom Committee
Biloxi, Ms
Contact: Rusty David
Rusty.david2@gmail.com
PH: 228-617-3112

City of Woodstock
Woodstock, GA
Contact: Mary Beth Stockdale
mstockdale@woodstockga.gov
PH: 770-517-6788

Go 4th on the River
New Orleans, LA
Contact: Debbie Bresler
PH: 985-630-4604

5.4 REFERENCE FORM

Provide three (3) successful projects of a similar complexity, nature, and size of the requested services within the past five (5) years: One (1) reference must be a commercial or public entity, one (1) reference provided fireworks from a barge, and one (1) reference provided fireworks display from land.

#1 REFERENCE

| | | |
|--|---|----------------|
| Company/Entity Name: Georgia World Congress Authority | | |
| Address 285 Andrew Young International Blvd NW | | |
| City Atlanta | , State GA | Zip Code 30313 |
| Contact Name: Phill Lana | Title: Operations Production Manager | |
| Phone No: 404-223-8557 | Fax: | Email: |
| Date of Service or Contract Period: Over 10 Years | Location Centennial Olympic Park & Multi Rooftops | |
| Summary of Services Performed Fireworks Displays | Governmental or Private Private | |
| Dollar Value of Contract \$ 50,000.00 Detail # of staff assigned 2 Lead Technicians & 8 Crew | | |
| Duration of Show 13.5 minutes | Description of Shells High End J&M Brand Shells | |

#2 REFERENCE

| | | |
|---|---|----------------|
| Company/Entity Name: Riverfront Marketing Group - Go 4th On The River | | |
| Address 152 Tchefuncta Dr. | | |
| City Covington | , State LA | Zip Code 70433 |
| Contact Name: Debbie Bresler | Title: Events Coordinator | |
| Phone No: 985-630-4604 | Fax: | Email: |
| Date of Service or Contract Period: 10 Years | Location Barge on MS River in New Orleans | |
| Summary of Services Performed July 4th Fireworks Displays | Governmental or Private | |
| Dollar Value of Contract \$ 35,000.00 Detail # of staff assigned 1 Lead Technician & 7 Crew | | |
| Duration of Show 20 minutes | Description of Shells High End J&M Brand Shells | |

#3 REFERENCE

| | | |
|--|---|-------------------------------------|
| Company/Entity Name: Jekyll Island Authority | | |
| Address 100 James Road | | |
| City Jekyll Island | , State GA | Zip Code 31527 |
| Contact Name: Nancy Kring Rowan | Title: Events Manager | |
| Phone No: 912-506-2099 | Fax: 912-635-4420 | Email: Nkringrowan@jekyllisland.com |
| Date of Service or Contract Period: 7 Years | Location Beach and Downtown | |
| Summary of Services Performed 4th of July and Christmas Fireworks | Governmental or Private Gov't | |
| Dollar Value of Contract \$ 25,000 Detail # of staff assigned 1 Lead Technician & 5 Crew | | |
| Duration of Show 25 mins | Description of Shells High End J&M Brand Shells | |

Company Name J&M Displays, Inc.

5.5 REQUEST FOR INFORMATION TO SUBMIT WITH IRS W-9 FORM

Federal Income Tax Law requires a Form 1099 with a valid taxpayer identification number to be filed for payments made in the course of conducting a trade or business. Further, these payments may be subject to Backup Federal Income Tax Withholding for all payees who have not submitted a correct Federal Tax Identification Number at the time of payment.

Please read this form and complete the information thereon before signing and **returning with a copy of your IRS W9 Form**. If you are a corporation, we will not issue you a Form 1099 (Reference: 1.6401-3(c)). However, kindly return this form to document your corporate status.

In order to avoid the possibility of future payments being held subject to Backup Withholding at a rate of 31%, please complete the form printed below and return this letter to the above address or E-mail request to: CityAccountsPayable@ci.stuart.fl.us

VENDOR NAME J&M Displays, Inc.

DBA: _____

CORPORATE ADDRESS: 18064 170th Ave

CITY: Yarmouth STATE: IA ZIP: 52660

TELEPHONE: (319) 394-3890 FAX: (267) 392-3890 ALTERNATE PHONE: () _____

COMPANY CONTACT NAME: Charles McKinley EMAIL ADDRESS: charlesm@jandmdisplays.com

TYPE OF CERTIFICATION

- 1. MBE
- 2. MWBE
- 3. SBA
- 4. SDB
- 5. DVBE
- 6. Other: _____

"THE ABOVE INFORMATION WILL BE USED FOR PURCHASE ORDERS"

REMIT TO ADDRESS: 18064 170th Ave

CITY: Yarmouth STATE: IA ZIP: 52660

TELEPHONE: (319) 394-3890 FAX: () _____ ALTERNATE PHONE: (251) 725-7975

COMPANY CONTACT NAME: Charles McKinley EMAIL ADDRESS: charlesm@jandmdisplay

TYPE OF ORGANIZATION

- 1. Corporation
- 2. Partnership
- 3. Sole Proprietor
- 4. Individual
- 5. Government Agency
- 6. Other: _____

1099 REPORTING STATUS (Check One): Yes No

TAXPAYER IDENTIFICATION NUMBER:

Employer Identification Number: 42 - 1284583

Print name of Taxpayer if using SS#: _____

Under penalties of perjury, I certify that this statement is accurate and complete.

Signature: *Charles McKinley* Title: SE Regional Manager

Date: 4/9/2018 Phone: (251) 725-7975



Company ID Number: 215610

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: J&M Displays, Inc.

Company Facility Address: 18064 170th Avenue

Yarmouth, IA 52660

Company Alternate
Address:

County or Parish: DES MOINES

Employer Identification

Number: 4212845

North American Industry
Classification Systems

Code: 713

Parent Company: _____

Number of Employees: 1,000 to 2,499

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- IOWA 1 site(s)



Company ID Number: 215610

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer J&M Displays, Inc.

Judy Kelly

Name (Please Type or Print)

Title

Electronically Signed
Signature

05/23/2009
Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed
Signature

05/23/2009
Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
J & M Displays, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
18064 170th Avenue

6 City, state, and ZIP code
Yarmouth, IA 52660

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | | | |
|---------------------------------------|---|--|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | | |
| | | | | | | | | | | |
| or | | | | | | | | | | |
| Employer identification number | | | | | | | | | | |
| 4 | 2 | | - | 1 | 2 | 8 | 4 | 5 | 8 | 3 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Marie Kelly Date ▶ 1/9/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

5.6 PROPOSAL CHECKLIST FORM

A. All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. This form is to be submitted with proposal package.

- 1. Letter of Transmittal Yes No
- 2. Acknowledgment of addendum & submission with RFP Yes No
- 3. Proposal Form Yes No
- 4. Proof that Firm name is registered with their State of Origin Yes No
- 5. Submit a copy of all Licenses, Certificates, Registrations, Permits etc. Yes No
- 6. Submit any data in reference to Contract Performance Yes No
- 7. Evidence of Insurance Yes No
- 8. Reference Form Yes No
- 9. Additional Forms Yes No
- 10. Performance Video Yes No
- 11. Total of Five (5) sets (one (1) original and four (4) copies, one (1) electronic copy (PDF format preferred) on a CD or flash drive are submitted) Yes No

RFP 2018-201

(to be submitted with RFP response)

COMPANY NAME: J&M Displays, Inc.

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

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

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA

by: Charles McKinley, Southeast Regional Manager
(print individual's name and title)

for: J&M Displays, Inc.
(print name of entity submitting sworn statement)

whose business address is: 18064 170th Ave., Yarmouth, IA 52660

and (if applicable) its Federal Employer Identification Number (FEIN) is: 42-1284583

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

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

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Chock McKing
Signature

Sworn to and subscribed before me this 10th day of April, 2018.

Personally known OR Produced Identification _____

Diana W. Peters
Type of Identification _____

Notary Public – State of ~~Florida~~ Alabama

My Commission Expires: June 24, 2018

SEAL OR STAMP

5.8 SAFETY STANDARDS CERTIFICATION

The undersigned bidder hereby certifies that he or she has or will thoroughly familiarize him or herself with the contents of the City of Stuart Safety Standards. The Bidder further certifies that he or she either has or will submit a fully executed copy of those same Safety Standards to the City Purchasing Manager for inclusion in the City's official public record prior to commencing any work on this project.

Signed, Sealed and Witnessed in the Presence of:

DATE: 4-10-18

FOR: J&M Displays, Inc.

(Firm Name)

Jessica L. Creamer
(Witness)

BY: Charles K. McKinley
(Signature)

Anthony N. Bol
(Witness)

SE Regional Manager
(Title)

(Corporate Attest by Secretary)

(Affix Seal) NO Seal Available

Sworn to and subscribed before me this 10th day of April, 2018.

known to me, or identified as Charles K. McKinley

in the City of Dothan, County of Houston, State of Alabama.

Signed: Diana W. Gates Notary Public

My Commission Expires
June 24, 2018

My Commission Expires: _____ (Affix Seal)

5.10 SAMPLE STANDARD CONTRACT

CONTRACTOR: _____

PROJECT: RFP #2018-201: FIREWORKS DISPLAY SERVICES

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the ____ day of _____, 2018 by and between _____ hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Fireworks Display Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Fireworks Display Services pursuant to this Contract as hereinafter provided. These services will include all labor, material, equipment, tools, transportation, insurance, all loading, unloading, setting-up, and breaking down for each event for the Fireworks Display Services.

Section 1. Scope of Service

Contractor shall work with City staff for all work as proposed for Fireworks Display Services as rendered. The detailed scope of services to be performed and schedule of fees for those services are described in Exhibit A (Contractor's response to RFP #2018-201 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Term of Contract

This contract effective on May 1, 2018 for an initial term of two (2) years with the option to renew for three (3) additional one year periods provided both the Contractor and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this service shall be subject to fund availability and mutual written agreement between the City and the Contractor. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties not to exceed six (6) months.

Prior to each annual renewal, the City may consider price adjustment(s) only when a written request is received a minimum of ninety (90) days prior to the renewal date for review and approval by the City. Consideration of price increases will be given provided such escalations are justified, reasonable and acceptable to the City. All price increases must be documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Contractor for these Fireworks Display Services in accordance with Contractor's pricing schedule formalized in "Exhibit A-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period. Failure to hold prices firm through each contract term will be grounds for contract termination.

2.2 Invoices

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

2.3 Deposit and Payment

A 25% deposit will be rendered in advance of the event, if Visa Purchasing card (Pcard) payment is accepted. City shall not pay any service charges or fees for Pcard transactions. If Pcard is not accepted, payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

2.4 Contractor Supplied Equipment

Contractor shall provide their own equipment and tools required to perform services. Contractor shall also provide their own cell phone, vehicle, fuel, vehicle maintenance and insurance.

2.5 Use of Documents

All original documents that result from the Contractor's services pursuant to this Agreement shall be the sole property of the City.

Section 3. Guarantee

Any work found to be unsatisfactory by the City shall be reported to the contractor within three (3) business days after the event. The Contractor agrees to finish all work to the satisfaction of the City, at no additional cost, prior to receiving payment for such work. Contractor further guarantees the successful performance of workmanship for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

Contractor shall possess the ability to plan and execute in a timely manner taking into consideration South Florida weather conditions. It shall be Contractor's responsibility to schedule accordingly for the delivery and set up of the fireworks display to ensure all time restraints are adhered to as follows:

- Safety plan submitted to the Fire Marshal no later than thirty days prior to the scheduled event.
- Pre-load of all show inventory and personnel onto City designated barge or launch site by no later than **5:00 p.m.** of event day.
- Test shot to be conducted at the direction of the City Fire Marshal no later than 30 minutes prior to show as scheduled by the City. All test runs must be scheduled with City Project Manager at least 24 hours in advanced. Failure to schedule may result in fines and penalties for which the City shall not be responsible.
- Show to begin upon final clearance by the Fire Marshal or their designee; or at another date and time designated by the City.
- Site cleanup and offload at the direction of the City by the end of the following day of event.

In addition to adherence to the pyrotechnic industry's Best Management Practices (BMPs), the City requires a Fire Safety Plan to be approved by the Fire Marshal. The United States Coast Guard also requires an application for a "Special Marine Event" permit, which must be completed within three (3) months of the date of the event in collaboration with the City event.

If fireworks are to be stored at loading site or local staging area prior to the event, the Contractor is responsible for securing them in a manner sufficient to effectively prevent unauthorized access. Security plan must be submitted to the Police Chief or designee for review and approval prior to the event.

5.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

5.4 Protection of Property

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner and contractor shall provide for timely removal of all debris which results from this contracted service.

The Contractor shall at all times guard against damage or loss to all persons and property, including but not limited to safeguard sidewalks, curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor and shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City of Stuart may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful proposer or their agents.

The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project(s); and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

Contractor shall conduct a complete inspection of the fallout zone of the site at the conclusion of the display to ensure all debris, unexploded aerial shells or live components are removed and/or properly handled. A Contractor representative, along with representatives from the City shall be required to visually inspect the shooting area at the conclusion of each fireworks display to determine that the Contractor has satisfactorily cleaned the area.

Contractor shall be responsible for filling of any holes or other damage it causes as a result of the display.

Section 6. Cancellation Clauses

6.1 Cancellation Prior To Delivery Date

City reserves the right to cancel and reschedule the fireworks display (show) due to inclement weather, including but not limited to, severe conditions, hurricanes, excessive winds, or any other uncontrollable circumstances if cancellation occurs **prior to the shells being delivered**. City shall be able to reschedule the fireworks display at a mutually agreeable time at no additional cost to the City. Contractor shall be responsible to hold and store shells until postponed event occurs.

6.2 Weather Delay

Upon approval by the City Project Manager or designee, the Contractor may cease operations of services during inclement weather conditions. If conditions prevents adherence to the planned event schedule, the City may require a rescheduled show to be conducted no later than the following day. If there is a delay in the start of the show or a pause in the show due to WEATHER CONDITIONS ONLY, no cost adjustment shall be considered for that delay or pause.

6.3 Cancellation After Delivery Date

In the event that the show is cancelled or shells cannot be fired due to inclement weather such as hurricanes, excessive winds, or any other uncontrollable circumstances, City will allow for a fee, if any, not to exceed the deposit, to be incurred for cancellation **after the delivery of shells**. If rescheduling is not an option, Contractor shall be responsible to dispose of fireworks in accordance with all rules, regulations, and ordinances with approval from City Fire Marshal.

Section 7. Termination

7.1 Termination for Convenience

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination.

7.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the Contractor seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

7.3 Default

In the event that the Contractor cannot respond adequately to perform the needs of the City by any reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract. As a result, the City shall have the right to deduct the cost incurred as specified in the performance policy, Item 5.2 of RFP. Areas of non-performance may include, but are not limited to:

- Fireworks display (Event) results in more than 1% of the fireworks being discarded during the show due to damage, defective firing, equipment malfunctioning, or any other causes.
- Start of show significantly delayed by Contractor (5-10 minutes).
- Start of show significantly delayed by Contractor (11-20 minutes).
- An unapproved pause/delay occurring during the show (1 minute or more).
- Fireworks are not released at proper locations.

Failure to price out a component or identify how the price structure is addressed may result in the City not being able to fully evaluate and consider the Proposal as nonresponsive. Identifying (0%) credit for any items shall result in percent credit defaulting to the minimum of 10 %.

7.4 Performance Evaluation

Throughout the contract period the vendor(s) performance will be monitored by City staff. If Contractor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Contractor’s receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

Section 8. City's Obligations

8.1 Scheduling of Services / Notification Requirements

It shall be the responsibility of City to make all efforts to provide a minimum of sixty (60) days’ notice for securing services and providing updated event details to Contractor. City shall be responsible to provide the following information to Contractor at time of notice:

- Time and Date of Event
- Location of Firework Display and detailed map of event site
- Any obstructions near firing site area
- City Contact Information

8.2 City Designees

The City staff with the authority to act on the City's behalf with respect to all aspects of the services are:

City Project Manager

City Fire Marshal

8.3 Contractor Designees

The Project Manager and Supervisor for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the services are:

Contractor’s Project Manager

Contractor’s Assigned Supervisor to City Account

- (name, title)
- (mailing address)
- (email address)
- (phone/fax)

Section 9. Persons Bound by Contract

9.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

9.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such independent Contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

9.3 Other Entity Use

The Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

9.4 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 10. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 11. Insurance.

11.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.3 of the Request for Proposal and included in "**Exhibit C**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit C**" attached hereto.

11.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 12. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 13. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 14. General Conditions

14.1 Venue in Martin County

Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

14.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

14.3 Attorney’s Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator’s fee shall be paid in equal shares by each party to the mediation.

14.5 Contract Amendment

The City of Stuart reserves the right to order, in writing, changes in the work within the scope of the contract. The contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor. This agreement may be modified upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Stuart.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or any of this Contract, it shall not constitute a waiver of the same.

The City may require additional fireworks displays not specifically identified in the contract. The Contractor agrees to provide such services, and shall provide the City prices on such additional services based upon a formula or method which is the same or similar to that used in establishing the cost in this proposal. The additional displays may vary in minutes and grand finale. If the price(s) offered are not acceptable to the City, and cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors or to cancel the contract. Furthermore, the City reserves the right to alter or revise the design and layout of displays during the contract period when deemed necessary as specified below:

- Allotted Budget
- Type and Quantity of Shells
- Increase/Decrease of Duration of Show
- Additional Special Effects

Such modifications to the display will be mutually agreed upon and shall be reflected in the executed amendment.

14.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 15. Public Records

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or cwhite@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

- The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
- At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 16. Exhibits

The following Exhibits are attached to and made a part of this Contract:

"Exhibit A" - "Proposal as Submitted by Respondent and Accepted by City"

"Exhibit B" - "Original Request for Proposal as Issued by City, including all Addenda"

"Exhibit C" - "Insurance and Indemnification."

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

CHERYL WHITE
CITY CLERK

DAVE ROSS
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

CONTRACTOR

(Signature)

Charles K. McKinley
(Signature)

(Signature)

Charles K. McKinley
Printed Name

Southeast Regional Manager
Title



Prohibition Non-Collusion/Conflict of Interest & Other Requested Statements

J&M Displays, Inc as "Respondent" attests to the following statements:

- 1) The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.
- 2) There is no potential conflict of interest, real or apparent, the Respondent, employee, officer, or agent of the firm have due to ownership, other clients, contracts or interest associated with this project.
- 3) J&M Displays, Inc. will pose as secondary, if and only if, the budgets of shows to be performed by secondary are agreed upon by both parties.
- 4) J&M Displays, Inc. accepts VISA as form of payment.

As stated in RFP #2018-201, Signature on the transmittal letter shall certify the veracity of these statements.

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as Seller, and _____, hereinafter referred to as Buyer.

Seller shall furnish to Buyer one (1) fireworks display, as per the \$_____ program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of _____, 20____ at approximately _____:_____ pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

_____ Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

_____ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

_____ the sum of \$_____ as a down payment upon execution of this Agreement. The balance of \$_____ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1.5%) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

\$_____ in full by _____ (70 days prior to the event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

\$_____ in full by _____ (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Weather Delay/Cancellation.

Buyers intending to postpone a display due to inclement weather should contact J&M Displays as soon as possible to keep postponement fees to a minimum.

The following postponement fees are applicable *only* if the display is re-scheduled in the same calendar year.

- Displays postponed prior to being picked up at the magazine for delivery incur no postponement fee unless there are new costs associated with permit changes or display set-up has occurred prior to product delivery.
- Displays postponed after they are in transit to the shoot site will be charged the full delivery fee.
- Displays postponed after set-up by the shoot team will be charged delivery fee and 1.5 times the shoot fee for hand-fired displays and double the shoot fee for E-fired displays.
- Display set-ups that are allowed to remain on site overnight after a postponement to the following day will incur a fee of eight-percent (8%) of the total display budget. This will cover 24-hour security watch of fireworks and additional labor hours of shoot crew.

Displays cancelled and NOT re-scheduled within the same calendar year will be charged thirty-percent (30%) of the total display budget. This fee will cover all labor associated with order processing, packing & shipping, display set-up if applicable and re-stocking fees.

** Displays cancelled due to circumstances beyond customers control, such as burn bans or other bans issued by the AHJ will be considered on a case by case basis.

4. **Rain Date.** Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of _____ or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

5. **Insurance. (Check one of the below options):**

____ Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

____ Buyer agrees to provide, at its expense, general liability insurance coverage with a rating by AM Best of A VIII or higher, in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

6. **Buyer agrees to provide:**

- (a) sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) protection of the display area by roping off or similar facility.
- (c) adequate police protection to prevent spectators from entering display area.
- (d) dry, clean sand, if needed, for firing.
- (e) inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search.
- (f) necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

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

BY: _____
J & M Displays, Inc.
SELLER

BY: _____
BUYER

Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.

Aerial Shells

2.5 inch color shell assortments

Assortment A Of 30 Different J&M Brand Shells

Blue And Autumn Gold
Blue And Lemon Dahlia
Blue And Red Peony
Blue And Silver Peony
Blue Crosse
Glittering Willow
Gold Glitter To Magenta
Green And Red Peony
Green Dahlia
Green Strobe
Lemon And Magenta Dahlia
Lime Crosse
Lime Dahlia And Autumn Gold
Lime To Twilight Glitter
Magenta Crosse
Magenta To Twilight Glitter
Mix Green And Purple Dahlia
Orange To Twilight Glitter
Pastel Dahlia
Purple Palm
Red And Silver Peony
Red Crosse And Twilight Glitter
Red Glitter Willow
Red Peony
Red Strobe
Rosy Grass
Sky Blue And Orange Dahlia
Violet Dahlia And Autumn Gold
White Strobe
Yellow And Green

Assortment C Of 30 Different J&M Brand Shells

Autumn Gold
Blue Dahlia
Blue Peony
Blue To Twilight Glitter
Crackling Palm
Gold Glitter To Green
Green Crackle Palm
Green Crosse
Green Glitter Willow
Green Peony
Green To Twilight Glitter
Lemon And Purple Peony
Lemon Crosse
Lemon Peony
Lime Peony
Magenta Peony
Orange And Green Dahlia
Orange Peony
Purple Crosse
Purple Peony
Purple To Twilight Glitter
Red Crackle Palm
Red Crosse
Red Dahlia
Red To Twilight Glitter
Sky Blue And Magenta Dahlia
Sky Blue Peony
Violet And Lime Dahlia
Violet Peony
White Dahlia

Assortment D Of 30 Different J&M Brand Shells

Blue And White Peony
Blue Peony
Blue Spiderweb
Brocade Crown To Green
Brocade Crown With Strobe
Gold Chrysanthemum
Gold Tremalon Diadem
Golden Wave To Blue
Golden Wave To Green
Golden Wave To Purple
Golden Wave To Red
Golden Wave To Variegated
Green Chrysanthemum
Green Spiderweb
Purple And Green Peony
Purple Chrysanthemum
Purple Spiderweb
Red And Blue Peony
Red And Green Peony
Red And White Peony
Red Peony
Red Spiderweb
Red Strobe
Ripples To Silver Wave
Silver Crown
Silver Peony
Silver Spiderweb
Variegated Dahlia
White Strobe
Yellow Chrysanthemum



Shell of Shells



Red Peony with
Coconut Tree Pistil



Cross Rings
4"



Blue Peony with
Coconut Tree Pistil



Aerial Shells

3 inch color shell assortments

Assortment B Of 20 Different J&M Brand Shells (low fallout)

Blue To Lemon Peony
Blue To Orange To Crackling
Blue With Wave
Chrysanthemum To Ocean Blue
Chrysanthemum With Crackling
Crackling Flower
Green To Crackling
Half Blue And Half Yellow
Half Green And Half Yellow With Wave
Half Lemon Half Orange With Wave
Lemon With Wave
Orange With Wave
Pink Dahlia
Pink To Crackling Flower
Purple Peony
Red To Silver Strobe
Reddish Gamboge To White With Wave
Silver Strobe
Wave To Green
Wave To Red

Assortment C Of 20 Different J&M Brand Shells

Chartreuse And Purple
Chartreuse Dahlia
Chrysanthemum To Blue
Chrysanthemum To Red
Chrysanthemum To White
Green And Blue With Crackling Pistils
Half Green Peony And Half Silver Crown
Half Lemon And Half Pink With Crackling Pistils
Half Sea Blue Peony And Half Brocade Crown
Half Wave To Green And Half Wave To Red
Orange And Blue
Orange Dahlia
Pink Ring With Crackling Pistils
Sea Blue And Lemon
Silver Crown Ring
Titanium Willow
Wave To Purple
Wave To Purple And Green
White Flashing Willow
Willow With Multi Flash

Assortment D Of 20 Different J&M Brand Shells (low fallout)

Aqua And Gold Peony
Aqua And Silver Glitter
Blue Peony With Red Ring
Blue To Silver Peony
Blue With Silver Palm Pistil
Glittering Silver To Green Chrysanthemum
Glittering Silver To Red Chrysanthemum
Gold Glitter To Green With Purple Pistil
Half Lemon And Half Purple With Golden Wave Ring
Half Red Half White Peony
Orange And Lime Peony
Orange And Silver Glitter
Orange Dahlia
Purple And Yellow Peony
Purple Dahlia
Red And Blue Dahlia With Silver Glitter
Red And Green Dahlia
Sky Blue And Magenta Umbrella
Violet And Aqua Peony
Violet And Pink Champagne Dahlia

Assortment F Of 20 Different J&M Brand Shells

Blue Spiderweb
Brocade Crown To Purple
Diadem Chrysanthemum To Red
Gold Strobe Willow
Gold Tremalon Diadem
Golden Wave To Green
Golden Wave To Purple
Golden Wave To Yellow
Green Flower Rain
Green Spiderweb
Purple Spiderweb
Red Spiderweb
Red Strobe
Red White Blue Dahlia
Ripples To Blue Wave
Silver Crown With Small Flowers Pistil
Silver Spiderweb
Strobing Palm Tree
White Spiderweb Ring
White Strobe

Assortment H Of 20 Different J&M Brand Shells



**Color Changing
Peony with Pistil**



**Eight Flowers
Chrysanthemum**



**Blue Peony with
Gold Pistils**



**Red Tracer
4", 5"**



Orange Strobe
4", 5", 6"



Artillery
3", 4", 5", 6"



**Two Break Red,
White, and Blue
with Artillery - 4"**



Crossette



J&M DISPLAYS

Aerial Shells

Aqua Coconut
Blue And Flower Wave
Blue Dahlia
Brocade Crown Ring With Silver Strobe Pistil
Brocade Crown To Lemon And Pink
Flower Crown With Green Pistil
Half Blue Half Lime
Half Green Ring Half Silver Crown
Half Orange Half Aqua
Half Pink Half Sea Blue Peony
Lime Peony With Silver Crown Ring
Multicolor Peony With Silver Coco Pistil
Orange And Flower Wave
Purple And Flower Wave
Purple Chrysanthemum With Flower Wave Ring
Red And Flower Wave
Red Dahlia
Silver Dahlia
Silver Palm Tree
White Chrysanthemum

Assortment I Of 20 Different J&M Brand Shells

Assortment L Of 20 Different J&M Brand Shells

Autumn Gold
Blue To Lime Peony
Brocade With Red Strobe Pistil
Gold Willow To Crackle With Crackle Pistil
Green Crackle Palm
Lemon Crossette
Lime And Violet Dahlia
Orange And Green Strobe
Orange Dahlia With White Glitter
Pink Champagne And Violet Peony
Purple Peony With Green Strobe Pistil
Purple To Twilight Glitter
Red And Green Peony To Crackle
Red Glitter Crossette
Red Peony With Silver Strobe Pistil
Silver Cascade Crossette
Silver Cascade To Blue
Silver To Multicolor (Red Blue Green Purple)
Sky Blue With Orange Strobe Pistil
Twilight Glitter To Green

Assortment M Of 20 Different J&M Brand Shells

Blue Chrysanthemum
Blue Willow
Crackling Green Peony
Gold Rain
Gold Strobe
Gold Tremalon Diadem
Green Chrysanthemum
Green Flower Rain
Green Ring
Purple Dahlia
Purple Peony With Glittering Silver Palm Tree Core
Purple Willow
Red Chrysanthemum
Red Ring With Silver Palm Tree Core
Red Willow
Ripples To Purple Wave
Ripples To Silver Wave
Silver Wave To Purple
White Chrysanthemum
White Willow

Assortment N Of 20 Different J&M Brand Shells

Blue And Flower Wave
Blue Peony With Crackling Pistils
Brocade Crown
Flower Wave
Flower Wave With Red Pistil
Green Chrysanthemum With Crackling Pistils
Green Ring With Flower Wave Pistils
Half Purple Half Green Chrysanthemum
Half Yellow Half Red Peony
Mix Green And Silver Peony
Multi Color Peony
Purple Peony With Coconut Pistils
Silver Crown
Silver Palm Tree
Silver Wave Green
Spider
White Strobe
Yellow Peony With Coconut Pistils
Yellow Peony With Crackling Pistils
Yellow Wave

Assortment Q Of 10 Different Pairs J&M Brand Shell

Blue Peony With Palm Pistil
Golden Wave To Green
Golden Wave To Red
Golden Wave To Variegated
Purple And Gold Peony
Purple And Silver Peony
Purple Peony With Palm Pistil
Red And Green Peony
Red Peony With Palm Pistil
Yellow And Green Peony

Aerial Shells

3 inch color shells

Blue Peony
Blue Ring Pattern
Four Color Peony
Glittering Willow
Glittering Willow Ring
Glittering Willow Waterfall
Half And Half Peony Assorted
Half Sea Blue Peony And Half Brocade Crown
New Color Peonies Assorted
Peony Assorted
Pink Peony
Red And Blue Dahlia
Red Peony
Red Ring Pattern
Red, White, And Blue Peony
Silver Spike
Variegated Peony With Crackling Pistil
White Peony
White Ring Pattern
Willow With Strobe Pistil

3 inch fancy color shells

Artillery
Blue To Bright Red Peony
Brocade Crown With Silver Strobing Pistil
Chrysanthemum With Crackling Assorted
Color Chrysanthemum To Spangle With Crackling Assorted
Color To Flash Peony, Assorted
Crackling Kamuro
Crackling Small Flowers
Crossette Assorted
Flower Crown With Red Strobe Pistil
Glittering Gold To Emerald Kamuro With Strobe Pistil
Glittering Silver To Two Color Change Assorted
Glittering Silver To Variegated
Gold Lace Kamuro
Gold Lace Kamuro With Variegated Pistils
Gold Palm Tree With Gold Trunk
Gold Willow With Multicolor
Golden Spangle Chrysanthemum
Golden Wave To Variegated
Half Red Half Blue With Silver Peony Ring
Kamuro Chrysanthemum
Kamuro Chrysanthemum With Crackling
Kamuro To Flickering With Crackling Pistil
Kamuro With Pistils Assorted
Multi-color Comets
Red Gamboge To Color Change Chrysanthemum Assorted
Red Gamboge To Flash Chrysanthemum
Red Gamboge To Flickering Silver Chrysanthemum
Red Gamboge To Multi-color Swimming Chrysanthemum
Red Gamboge To Variegated
Silver Palm Tree With Silver Trunk
Spangle Chrysanthemum With Crackling
Strobe With Ring, Assorted
Variegated Diadem Chrysanthemum With Variegated Pistil
Variegated Peony To Crackling
White Flashing Willow

3 inch special effect shells

Aqua, Orange And White Flitter
Artillery
Artillery Titanium
Blue With Reports
Blue With Whistles
Blue, Yellow And Pink
Charcoal Glittering Crossette
Color And Report
Color Whistle With Reports
Color With Reports
Green Strobe
Green With Silver Serpents
Green With Whistles
Happy Face Pattern
Heart Pattern Shell
Lemon Strobe
Multicolor Strobe
Orange And Yellow With Reports
Orange Strobe
Orange With Silver Serpents
Pink And Lemon With Silver Serpents
Purple And Orange With Silver Serpents
Red And Blue With Artillery
Red And Blue With Silver Serpents
Red And Blue With Whistles
Red Strobe
Red Wave With Reports



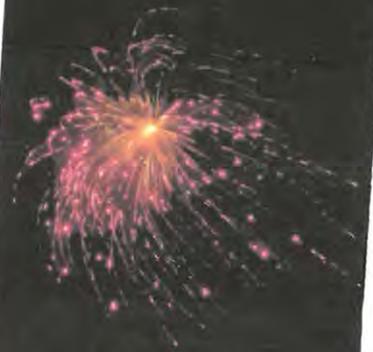
Red and Blue
Dahlia



Red Bees 5"



Half Blue
Half Yellow Peony



Gold Lace
Kamuro
3" through 12"

Aerial Shells

Red With Whistles
Silver Spinners
Silver Spinners To Reports
Spinning Silver Reports With Red And Blue Stars
Three Break Red, White, Blue Ring
Tourbillion With Reports
Tourbillion With Reports With Red And Blue Stars
Tourbillion With Reports With Variegated Stars
Variegated Meteor Shower
White Strobe

4 inch color shell assortments

Assortment A Of 20 Different J&M Brand Shells

Blue Peony With Red Pistil With Silver Crown Ring
Blue Peony With White Crossette Ring
Glitter Rays With Aqua
Glitter Rays With Purple
Gold Strobe Willow
Green Strobe Willow
Half Aqua Half Orange Peony With Silver Crown Ring
Half Multicolor Ring Half Willow
Multicolor Chrysanthemum
Multicolor Dahlia With White Strobe Pistil
Orange Peony With Aqua Pistil
Purple And Twinkling Dahlia
Purple To Yellow Peony
Red And Green Go Getters
Red To Brocade
Silver Strobe Willow
Silver Wave To Blue And Green
Silver Wave To Green
White Strobe With Pink Pistil
Willow To Silver

Assortment B Of 20 Different J&M Brand Shells

Autumn Gold With Strobe Pistil
Blue Red And Silver Glitter
Blue To Silver Strobe
Blue With Red Glitter Crossette Ring
Brilliant Brocade Chrysanthemum
Brocade With Green Strobe Pistil
Gold Peony With Crackle Pistil
Gold Willow To Strobe
Green Glitter Willow
Half Multicolor Pastel Half Autumn Gold
Lemon Bees
Lemon Crossette
Magenta Bees
Magenta Sunflower
Multicolor Crossette
Purple With Crackling Palm Core
Red To Silver Strobe
Silver Crackling Flower Palm Tree With Tail
Sky Blue With Silver Glitter Crossette Ring
Violet Dahlia With Lemon Strobe

Assortment C Of 20 Different J&M Brand Shells

Blue Crossette
Blue Dahlia With White Strobe Pistil
Gold Willow To Blue With Red Pistil
Gold Willow To Red With White Pistil
Gold Willow To White With Blue Pistil
Green Palm With Red Strobe Pistil
Lemon To Magenta With Silver Strobe Pistil
Lime Crossette
Magenta And Twilight Glitter
Magenta Crossette
Multicolor Pastel With Silver Palm Pistil
Orange Crossette
Purple And Lemon Peony To Crackle With Silver Palm Core
Red Glitter Willow With Silver Strobe Pistil
Red Ring With Green Strobe Pistil
Silver Glitter Willow With Red Strobe Pistil
Sky Blue And Lime Peony To Crackle With Silver Palm Core
Twilight Glitter To Blue With Red Strobe Pistil
Twilight Glitter To Red With Blue Pistil
White Dahlia And Red Strobe

Assortment D Of 20 Different J&M Brand Shells (low fallout)

Aqua Peony With Palm Pistil
Glittering Silver To Green
Gold Wave To Aqua Bowtie With Silver Ring
Green Peony With Silver Palm Pistil
Half Green Half Orange With Silver Glitter Ring
Half Lemon Half Magenta With Silver Glitter Ring
Lemon Chrysanthemum
Lime Peony With Silver Palm Pistil
Magenta Chrysanthemum
Midnight Snow Ring With Purple Pistil
Midnight Snow With Violet And Lime Dahlia Ring
Multicolor Coconut
Orange And Blue Mixed Peony
Orange Lime Sky Blue Peony With Palm Pistil
Pink Champagne To Violet
Red Peony With Blue Heart
Silver Glitter And Blue
Silver Glitter And Red
Silver Glitter To Purple To Lemon With Green Strobe Pistil



Half Purple, Half
Green with Half
and Half Pistils
5", 10"



Gun Fighting - 5"



Red, White, Blue
Star Patterns - 5"



Double Heart - 5"

Aerial Shells

Violet Peony With Silver Palm Pistil

Assortment F Of 20 Different J&M Brand Shells

Blue Peony With Silver Palm Core
Blue Spiderweb
Color Flower Rain
Gold Tremalon Diadem
Golden Wave To Half Green, Half Purple
Green And Blue Chrysanthemum
Green Peony With Gold Palm Core
Green Spiderweb
Half Blue Half Red With Silver Crown Ring
Half Purple Half Green With Gold Wave Ring
Half Red Gamboge To Variegated Half White Spiderweb
Purple Peony With Gold Palm Core
Purple Spiderweb
Red Gamboge Chrysanthemum To Yellow
Red Gamboge To Blue Chrysanthemum With Red Spiderweb Ring
Red Peony With Silver Palm Core
Red Spiderweb
Silver Peony With Red Pistil
Silver Spiderweb
Yellow Moving Star

Assortment G Of 20 Different J&M Brand Shells

Blue Crackling Dahlia
Blue Peony With Coco Pistils
Blue To Red With Wave
Blue To Silver Strobe
Chrysanthemum To Crackling Coconut
Chrysanthemum To Crackling Flower
Chrysanthemum To Purple With Ring Of Lemon With Wave
Golden Palm Tree With Gold Trunk
Green Crackling Dahlia
Green To Blue To Crackling
Green With Wave To Silver
Lemon Chrysanthemum
Lemon Peony With Palm Pistil
Lemon To Blue Peony
Orange Crackling Dahlia
Orange With Wave Pistils
Pink To Blue Peony
Purple With Wave Pistil
Red Strobe Coconut
Variegated Color With Wave To Crackling Flower

Assortment H Of 20 Different J&M Brand Shells

Blue Peony To Red Chrysanthemum
Blue To Crackling Flower
Crackling Chrysanthemum With Crackling Pistil
Crackling Flower
Crackling Silver Palm
Fancy Willow To Crackle
Glitter Crossette
Glittering Green Chrysanthemum
Glittering Lemon Coconut
Green Chrysanthemum With Pistil
Half Glittering Willow Half Light Blue Peony
Lemon And Pink Ring
Lemon And Purple Dahlia
Orange To Blue Chrysanthemum
Red Peony With Red To Silver To Crackling Ring
Silver Chrysanthemum
Silver To Red Chrysanthemum
Willow With Strobe Pistil
Yellow Flower Chrysanthemum
Yellow To Red Crossette

Assortment O Of 20 Different J&M Brand Shells (low fallout)

Blue And Yellow Peony
Blue Chrysanthemum With Red Pistils
Blue Peony With Green Ring
Blue Spiral
Colorful Double Circles
Green Peony With Palm Pistils
Green Wave
Half Green And Half Silver
Half Purple And Half Yellow Peony
Half Red And Half Green
Half Yellow Chrysanthemum Half Green Chrysanthemum
Pink And Blue Chrysanthemum
Pink Peony With Palm Pistils
Purple And Green Peony
Purple Peony With Silver Ring
Red To Blue Chrysanthemum
Red To Silver Peony
Variegated Chrysanthemum
Variegated Peony And Golden Wave To Silver
Yellow Wave

Assortment P Of 20 Different J&M Brand Shells

Blue Peony With Glittering
Brocade Crown To Blue
Brocade Crown With Silver Strobing Pistil
Gold Rain With Palm Core
Green And Orange Chrysanthemum
Green Chrysanthemum With Golden Palm Core
Green To Crackling Crossette



**Silver Bow tie
with Red Ring - 5"**



**Red Crossette
5"**



**Purple Peony
with
Palm Core Pistils**



**Blue to Silver
Peony with Red
Pistils - 5"**

Aerial Shells

Mix Color Chrysanthemum With Strobe Pistil
Mixed Color Peony With Brocade Crown To Silver Ring
Orange Peony To Crackling
Red Coco Crossette
Red Gambodge Chrysanthemum To Purple
Red Gambodge Chrysanthemum To Strobing
Red Peony To Diadem Crown
Silver Crown To Purple
Silver Wave To Red
Silver Willow
Three Atomic Rings (Red Blue Gold)
Yellow Crossette
Yellow Peony With Blue Palm Tree Core

4 inch color shells

Blue Peony
Blue, Lemon And Pink Glittering Coconut With Glitter Tail
Brocade Ring
Chrysanthemum To Swish, Assorted
Fancy Willow To Crackle
Four Color Peony
Glitter Crossette
Glittering Willow
Glittering Willow Waterfall
Glittering Willow With Blue Pistil
Gold Chrysanthemum
Gold Cross Rings
Half Glittering Willow Half Light Blue Peony
Half Golden Wave To Purple Half Yellow Spiderweb
Lemon To Magenta With Silver Strobe Pistil
Multicolor Peony
New Color Peonies Assorted
Peony Assorted
Pink Dahlia
Red And Blue Dahlia With Silver Glitter Pistil
Red Peony
Two Color Dahlia, Assorted
White Peony

4 inch fancy color shell assortments

Assortment X Of 10 Different J&M Brand Shells

Autumn Gold And Orange Dahlia
Green To White Glitter
Lemon And Purple Sizzling Comets
Lime Dahlia With Orange Bees
Orange Lime Magenta Dahlia
Orange Palm Ring With Green Pistil
Purple And Midnight Snow Cross Rings
Red And Blue Crackle Palm
Red And Silver Cascade Mixed Crossette
Twilight Glitter And Magenta Dahlia

Assortment Z Of 10 Different J&M Brand Shells

Blue Orange Silver Glitter Dahlia
Brocade With Orange Strobe Pistil
Gold Brocade
Green Strobe With Silver Kamuro Ring
Midnight Snow Ring With Sky Blue Inner Ring
Multi-color Bees
Pink Lemon And Silver Glitter Dahlia
Purple And Gold Glitter
Silver Glitter Crossette
Variegated Pastel

4 inch fancy color shells

Brocade Crown With Silver Strobing Pistil
Colored Bees Assorted
Crossette Assorted
Flower Crown With Red Strobe Pistil
Glitter Crossette
Glittering Gold To Ruby Kamuro With Strobe Pistil
Glittering Silver To Color Assorted
Gold Palm Tree With Gold Trunk
Gold Spider To Purple And Green
Green And Purple Dahlia With Gold Strobe
Green To Dark To Purple
Half Blue And Half Red With Midnight Snow Ring
Multi-color Comets
Pink And Lemon Dahlia
Rainbow Colored Dahlia With Glittering Pistil
Rainbow Crossette
Red And Blue Dahlia With Silver Bees
Red And Green Crossette Ring
Red Coconut Crossette
Red Gambodge To Yellow
Red To Dark To Blue
Reddish Gambodge To Color, Assorted
Ring In Ring, Assorted Colors
Silver Palm Tree With Silver Trunk
Snail Pattern
Spiral Ring Pattern
Three Color Comet Shell With Pistil, Assorted
Tracer Assorted
White Flashing Willow



Spiral Ring Pattern
4", 5", 6"



Pink and Yellow
Dahlia - 4", 5"



Pink, Orange and
Sea Blue Dahlia



Rainbow crossette
4", 5", 6"

Aerial Shells

4 inch special effect shells

Aqua And Orange With Silver Serpents
Artillery
Blue To Flickering Silver Peony With Red Pistil
Brocade Crown Crossette With Brocade Crown Trunk
Chrysanthemum With Crackling Assorted
Color And Five Timed Report
Color And Report
Color And Tourbillion And Titanium Report
Color Whistle And Report
Color/cannonade X 2 With Report
Crackling Kamuro
Crackling Kamuro With Swimming And Spangle
Crackling Small Flowers
Crackling Tail To Crackling
Double Crackling
Double Petal Chrysanthemum (assorted)
Draw Out Shell
Glitter Silver To Blue To Red With Spangle Pistil
Glittering Palm With Glittering Trunk
Glittering Silver To Blue To Crackling With Crackling
Glittering Silver To Blue To Red With Spangle Pistil
Glittering Silver To Green To Purple
Glittering Silver To Multi Color Chrysanthemum With Pistil
Glittering Silver To Red To Blue Chrysanthemum
Glittering Tail To Variegated Electric
Go-getter Assorted Colors
Gold Flitter Crossette
Gold Lace Kamuro
Gold Lace Kamuro With Spangle Pistils
Gold Lace Kamuro With Variegated Pistils
Gold Rain Dadelion With Gold Rain Trunk
Gold Spider Crossette
Gold Waterfall
Golden Spangle Chrysanthemum
Golden Wave To Bright Red Green And Purple
Golden Wave To Colored And Spangle Chrysanthemum
Golden Wave To Purple Blue And Red Chrysanthemum
Golden Wave To Red To Silver
Green And Purple With Silver Serpents
Green And Whistles
Green Strobe
Happy Kamuro Chrysanthemum
Heart Pattern Shell
Kamuro Chrysanthemum
Kamuro Chrysanthemum With Crackling
Kamuro Palm Tree
Lemon And Purple With Artillery
Lemon Strobe
Lemon With Whistles
Multicolor Dahlia With Spangle Crackling Pistil
Multicolor Palm Tree
Orange And Green With Artillery
Orange Strobe
Pink, Aqua, Orange, Chartreuse And White Flitter
Red And Blue With Artillery
Red And Blue With Silver Serpents
Red And Blue With Whistles
Red Gamboge To Crackling With Red Swimming Pistil
Red Gamboge To Flickering Silver Chrysanthemum
Red Strobe
Reporting Comets With Strobe And Color
Saturn With Kamuro Ring, Assorted
Saturn With Ring, Assorted
Screaming Whistles And Effect
Silver Spinning Reports With Red And Blue Stars And Heavy Report
Six Timed Reports
Spangle Chrysanthemum With Crackling
Spangled Chrysanthemum With Gold Willow Pistil And Purple Ring
Spinning Silver Reports With Red And Blue Stars
Spinning Silver Reports With Variegated Stars
Three Break Red, Silver Blue Dahlia And Report
Thunder With Blue Stars And Whistles And Heavy Report
Thunder With Blue, Glitter And Heavy Report
Tourbillion With Reports With Red And Blue Stars
Tourbillion With Reports With Variegated Stars
Twilight Glitter Comets
Twinkling Silver Willow
Two Break Peanut Shell, Assorted
Variegated Diadem Chrysanthemum With Variegated Pistil
Variegated Meteor Shower
Variegated Peony To Crackling
Vortex Color Crossette Ring, Assorted
Vortex Red And Blue Crossette Ring
Whistle And Thunder
White Flitter Crossette
White Strobe

5 inch color shell assortments

Assortment A Of 15 Different J&M Brand Shells (low Fallout)

Blue To Red With Strobe Pistil
Blue With Crackling Flower Pistil
Chrysanthemum To White With Orange Pistils



Rainbow Dahlia
4", 5", 6"



Happy Face
4", 5", 6"



Two Break: Red and Blue Dahlia to Reports 5"



Brocade silver ring with small flowers
8"

Aerial Shells

Crackling Peony With Glittering To Red Ring
Flashing To Blue With Red Pistil
Green Peony With Crackling With Flash Willow Pistil
Green To Crackling With Crackling Pistil
Green To Silver Strobe With Purple Pistil
Half Green And Half Blue With Palm Pistil
Lemon To Blue To Orange
Red Flash
Red To Silver Strobe With Green Pistil
Silver Crackling Flower Palm Tree
Silver Flashing To Red
Silver To Lemon With Purple Pistil

Assortment B Of 15 Different J&M Brand Shells

Brocade Crown With Silver Crown Ring And Silver Strobe
Chartreuse Pistil With Sun Ring
Glitter Rays With Magenta Pistil
Gold Willow With Multicolor Pistil
Half Green And Half Blue With Flower Crown Ring
Lemon Dahlia With White Strobe To Report
Mixed Red Green Blue Purple And Flower Rays
Purple Ring Brocade Bowtie
Red And Silver And Blue Dahlia
Red Gamboge To Silver Strobe With Green Falling Leave
Silver Crown With Lemon And Purple Dahlia Pistil
Silver Strobe Red Fish
Two Crisscross (lemon/purple) With Time Rain Pistil
White Flickering Crossette
White With Silver Strobe Pistil

Assortment C Of 15 Different J&M Brand Shells

Blue And Orange Crossette
Blue And Red Dahlia With Silver Glitter Crossette Ring
Blue With Orange Strobe Pistil
Double Ring Magenta And Strobe To Crackle
Gamboge To Blue With Red Strobe Pistil
Gold Willow To Blue And White With Red Strobe Pistil
Green And Purple To Silver Glitter
Magenta And Lime Crossette
Mixed Color Peony To Crackle
Multicolor Pastel With Crackle Flower Brocade Pistil
Orange Magenta And Blue Dahlia With Crackle Flower Bro
Red And Silver Glitter With Blue Pistil
Silver Glitter To Blue With Red Strobe Pistil
Silver Glitter With Red Strobe Pistil
White And Red Dahlia With Blue Pistils

Assortment D Of 15 Different J&M Brand Shells

Aqua Crossette With Orange Strobe
Aqua Peony With Glittering Silver Ring
Gold Brocade With Magenta Pistil
Gold Glitter And Purple
Green To Crackle With Crackle Pistil
Half Blue And Half Red Peony With Twinkling Kamuro Pis
Lemon + Sky Blue Peony + Magenta
Orange Chrysanthemum With Silver Ring
Purple Dahlia With Green Scattering
Red + Blue Scattering With Silver Glitter
Red Crossette And Silver Strobe
Red To Brocade
Silver Crackling Palm Tree
Silver Glitter To Blue With Blue Pistil Bowtie
Violet With Willow Pistil

Assortment F Of 15 Different J&M Brand Shells

Blue Peony In Silver Flying Dragon
Blue Peony With Gold Rain Palm Core
Color Embroider Ball
Corrolla To Blue With Red Pistil
Gold Glittering And Blue Stars
Gold Glittering Willow With Red Strobe Pistil
Mixed Green And Blue Chrysanthemum With Brocade Crown Pistil
Mixed Magenta And Emerald Chrysanthemum With Gold Strobe Pistil
Mixed Orange And Purple Chrysanthemum With Flashing Willow Pistil
Night Snow To Blue With Night Snow To Red Ring
Night Snow To Red
Red To White Strobe With Blue Dahlia Ring
Super Brocade Crown To Purple
White Stars With Red Crossette
White Strobe With Red And Green And Lemon Crossette Ring

Assortment G Of 15 Different J&M Brand Shells

Blue Peony With Palm Pistil
Crackling
Golden Wave To Green
Golden Wave To Red
Golden Wave To Variegated
Green Peony With Palm Pistil
Purple And Gold Peony
Purple And Silver Peony
Purple Peony With Palm Pistil
Red And Green Peony
Red Peony With Palm Pistil
Silver Palm Tree
Variegated Peony With Palm Pistil
Yellow And Green Peony
Yellow Peony With Palm Pistil



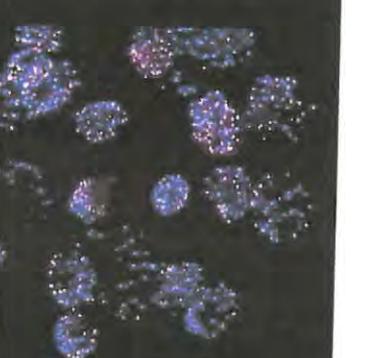
Happy Stars
150 Shot Cake



Crossette



Saturn Shell



Thousand Blue
Chrysanthemums
with Gold Willow
Pistil

Aerial Shells

Assortment H Of 15 Different J&M Brand Shells

Brocade Chrysanthemum To Red Strobe
 Brocade Crown With Silver Strobe Pistil
 Crown To Glittering
 Golden Wave To Blue To Gold Chrysanthemum
 Golden Wave To Green With Crackling Pistil
 Half Blue Chrysanthemum Half Red Chrysanthemum With Brocade Ring
 Half Golden Wave To Purple Half Yellow Spiderweb
 Pink Blue And Lemon Dahlia
 Purple And Green Peony With Gold Palm Core
 Purple Spiderweb With Purple Pistil
 Purple To Brocade Crown
 Red Gamb To Blue Chrysanthemum With Red Spiderweb Ring
 Red Spiderweb
 Silver Spiderweb With Green Ring
 Silver Strobe Willow With Green Strobe Pistil

Assortment K Of 15 Different J&M Brand Shells (low fallout)

Blue Peony With Gold Palm Pistil
 Blue To Silver Chrysanthemum With Gold Palm Pistil
 Gold Peony With Blue Pistil
 Golden Wave To Green Chrysanthemum
 Golden Wave To Purple To Gold
 Half Green Half Yellow Peony With Silver Palm Pistil
 Half Purple Half Gold Chrysanthemum With Gold Wave Ring
 Purple To Green With Silver Pistil
 Red And Silver Chrysanthemum
 Red Gamboge To Green To Blue With Gold Strobe Pistil
 Red Gamboge To Purple To Silver Chrysanthemum
 Red Peony With Gold Pistil
 Red To Green To Silver Peony
 Red To Yellow Peony
 Variegated Chrysanthemum With Gold Palm Pistil

Assortment O Of 15 Different J&M Brand Shells

Blue Peony With Golden Glittering Pistils
 Brocade Crown To Variegated Chrysanthemum
 Brocade Crown With Glittering Pistils
 Flower Wave To Red And Green
 Glittering Big Willow
 Golden Glittering With Red Pistils
 Golden Spider Web
 Golden Wave To Purple
 Half Purple And Half Green With Brocade Crown Circle
 Purple To Crackling With Crackling Peony
 Red Cycas
 Silver Circle With Blue Pistil With Brocade Crown To Silver
 Silver Coconut With Circle With Red Pistils
 Silver Crackling Willow With Silver Tail
 Silver Spider

Assortment Q Of 15 Different J&M Brand Shells

Blue And Lime Green With Artillery
 Blue Saturn With Pink And Lemon To Crackling Willow
 Glittering Willow With Green Pistils
 Half Blue Half Gold With Silver Palm Pistils
 Half Glittering To Orange And Half Glittering To Chartreuse
 Half Green And Half Orange To Crackling With Crackling Pistil
 Purple To Silver Crossette Ring With Whistles
 Purple To Silver Wave With Green Pistils
 Red And Blue Glittering Coconut
 Red Glittering Crossette
 Three Color Change Peony With Glittering Willow Pistil
 Variegated Chrysanthemum To Crackling
 Wave To Green Orange And Purple With Blue Pistil
 Willow With Flickering With Purple And Lemon Dahlia Pistil
 Willow With Strobe Pistil

Assortment V Of 15 Different J&M Brand Patriotic Shells

Blue To Red To White Strobe
 Brocade Crown With Red And Blue Dahlia Pistil
 Flower Wave To Red And Blue
 Glittering To Red With Blue Pistil
 Half Blue Half Red With Silver Coconut
 Half Blue Half White With Red Palm Core
 Half Red Bowtie Half Blue Bowtie With Silver Ring
 Red And Blue Cycas
 Red And Blue Peony With Silver Palm Pistil
 Red And Blue With Titanium Artillery
 Red Circle With Blue Pistil With Brocade Crown To Silver Circle
 Silver Crackling Willow With Red And Blue Dahlia
 Silver Strobe With Red And Blue Dahlia Ring
 Silver Wave To Red And Blue
 White Strobe With Red Crossette

5 inch color shells

Blue Chrysanthemum With Crackling Palm Pistil
 Blue Peony
 Blue Saturn With Pink And Lemon To Crackling Willow Ring
 Brocade Crown With Silver Strobing Pistil
 Brocade Ring With Crackling Flower Pistil
 Chrysanthemum To Blue To Orange
 Chrysanthemum To Lemon Wave With Pink Pistil
 Color To Dark To Color To Crackling
 Crossette Ring With Crackling Pistils
 Double Ring Magenta And Strobe To Crackle



**5" STAR pattern
 available in red,
 white or blue**



**Crossette
 3", 4", 5", 6", 8"**



Blue Peony



**Silver ring with
 small flowers
 8"**



**Three Times Flowers
(Red, White, Blue)
6" and 8"**



**Red to White to
Blue to Silver - 8"**



**Silver spinning
reports with stars
& report
5", 6"**



**Purple Blue to
Flash - 5", 8"**



Aerial Shells

- Fancy Willow To Crackle
- Four Color Peony
- Glittering To Blue With Green Pistil
- Glittering Willow
- Glittering Willow Waterfall
- Glittering Willow With Aqua Dahlia Pistils
- Glittering Willow With Pink Dahlia Pistils
- Glittering Willow With Red And Blue Dahlia Pistils
- Gold Chrysanthemum
- Green To Blue With Wave Pistil
- Half Red And Blue With Silver Ring
- Half Red And Half Blue Peony With Silver Crown Ring
- Multicolor Glittering Coconut
- Multicolor Peony
- New Color Peonies, Assorted
- Peony Assorted
- Pink And Lemon Dahlia
- Purple To Silver Crosselette Ring With Whistles
- Red Peony
- Red To Silver Strobe With Blue Pistil
- Red Wave To Blue To White Strobe
- Red, White, And Blue Peony
- Reddish Gamboge To Green To Silver
- Silver Spike
- Silver To Dark To Silver Crackling
- Silver Wave To Blue To Red
- Tracer Assorted
- White Peony
- Willow With Strobe Pistil

5 inch fancy color shell assortments

Assortment S Of 10 Special J&M Brand 5 Inch Pattern

- Blue Star Pattern
- Four Leaf Clover
- Heart Pattern
- Purple And White Cross Rings
- Purple Spiral Ring
- Red And Silver Ring In Ring
- Red Star Pattern
- Red White And Green Triple Cross Rings
- Smiley Face
- White Star Pattern

Assortment X Of 10 Special 5 Inch J&M Brand Shells

- Blue Peony With Gold Strobe Pistil
- Brocade Crown With Silver Scatter
- Flower Crown With White Strobe Horsetail (waterfall) Pistil
- Green Peony With Flower Crown Horsetail Pistil
- Half Blue Peony Half Red Peony With White Pistil And Silver Brocade
- Half Green Half Purple Peony With Crackling Willow Ring
- Purple Sunflower
- Purple To Green Peony With Glitter Rays Pistil
- Silver Strobe Waterfall With Red Go Getters
- Variegated Coconut Tree

Assortment Y Of 10 Special J&M Brand Shells

- Autumn Gold With Multicolor Falling Leaves
- Green Dahlia And Silver Bees
- Magenta Dahlia And Gold Glitter
- Orange Dahlia With Green Strobe Pistil
- Purple And Midnight Snow Two Layer Ring
- Red And Silver Cascade Crosselette Ring
- Sky Blue Lemon And Orange Dahlia
- Twilight Glitter Shell Of Shells
- Twilight Glitter To Purple With Green Strobe Pistil
- Twilight Glitter To Red With Bowtie Pistil

5 inch fancy color shells

- Blue Bowtie With Silver Ring
- Blue Peony To Silver Crown
- Blue Star Pattern
- Blue To Red With White Strobe Pistils
- Brocade Crown With Silver Strobing Pistil
- Brocade With Green Strobe Pistil
- Club Pattern
- Color To Brocade Crown, Assorted
- Colored Bees Assorted
- Crosselette, Assorted
- Diamond Pattern
- Double Crackling
- Double Heart Pattern
- Flower Crown With Red Strobe Pistil
- Four Section Peony
- Glitter Chrysanthemum
- Glitter Crosselette
- Glitter Rays With Pistil, Assorted
- Gold Palm Tree With Gold Trunk
- Gold Waterfall
- Gold Willow To Silver Glitter Two Layer Ring
- Half Purple Half Green With Gold Brocade Ring
- Heart Pattern Shell
- Magnetic White With Color Pistil, Assorted
- Multi-color Comets
- Multicolor Falling Leaves
- Rainbow Colored Dahlia With Glittering Pistil
- Rainbow Crosselette

Aerial Shells

Red Star Pattern
 Red To Blue Crackling Crossette
 Red, White, And Blue Crossettes, Assorted
 Ring To Dark To Peony, Assorted
 Saturn Star
 Silver Bees
 Silver Palm Tree With Silver Trunk
 Spade Pattern
 Three Color Comet Shell With Pistil Assorted
 Two Times Scattering With Crackling Pistil
 Variegated Peony To Silver
 Whistles
 White Star Pattern
 White Strobe To Reports
 Willow To Variegated With Rising Flowers

5 inch special effect shells

Battle In The Clouds
 Blue And Yellow With White Flitter Crossette Ring
 Blue Sunflower
 Blue To Flickering Silver Peony With Red Pistil
 Brocade Crown Crossette With Brocade Crown Trunk
 Chrysanthemum To Crackling With Crackling Pistils
 Color And 7 Timed Report
 Color And Titanium Cannonade with Titanium Report
 Color Shell Of Shells
 Crackling Kamuro
 Crackling Kamuro With Spangle Crackling Pistil
 Crackling Kamuro With Swimming And Spangle
 Crackling Small Flowers With Crackling Pistils
 Double Palm Tree With Magenta Pistil
 Draw Out Shell
 Eight Timed Reports
 Fireflower With Big Red Pistil
 Ghost Green Peony With Red Petal
 Ghost Red Peony With Blue Petal
 Glittering Palm With Glittering Trunk
 Glittering Silver To Blue To Purple To Gold
 Glittering Silver To Blue To Red To Silver
 Go-Getter Assorted Colors
 Gold Flitter Crossette
 Gold Lace Kamuro
 Gold Lace Kamuro To Variegated Diadem
 Gold Lace Kamuro With Peony With Swimming
 Gold Lace Kamuro With Pistils
 Gold Lace Kamuro With Spangle Pistils
 Gold Lace Kamuro With Spangle Red And Blue Pistil
 Gold Lace Kamuro With Variegated Pistils
 Gold Rain Dadelion With Gold Rain Trunk
 Gold Willow With Swimming Stars
 Golden Wave To Colored And Spangle Chrysanthemum
 Golden Wave To Purple Blue And Red Chrysanthemum
 Green Strobe
 Green Strobe Shell Of Shells
 Half Magenta Half Aqua With Gold Lace Kamuro Ring
 Happy Face Pattern
 Happy Kamuro Chrysanthemum
 Kamuro Chrysanthemum
 Kamuro Chrysanthemum With Crackling
 Lemon Strobe
 Lemon, Magenta, Light Blue, Orange With White Strobe
 Meteor, Assorted Colors
 Midnight Snow With Blue Pistil
 Midnight Snow With Red Pistil
 Mixed Color Strobe Shell Of Shells
 Multicolor Dahlia With Spangle Crackling Pistil
 Multicolor Strobe
 Orange Strobe
 Orange, Lime, Magenta, Violet With White Strobe
 Peony With Double Pistils, Assorted
 Red And Green Strobe
 Red Gamboge To Colored And Spangled
 Red Gamboge To Crackling With Spangle Crackling Pistil
 Red Gamboge To Red And Blue Chrysanthemum With Silver Pistil
 Red Gamboge To Swimming With Multi-color Swimming
 Red Strobe
 Red, Blue And White Flitter Comets
 Reporting Comets With Color And Heavy Report
 Reporting Comets With Strobe And Color
 Satellite Ring, Assorted
 Screaming Whistles And Effect
 Silver Spinning Reports With Red And Blue Stars And Report
 Six Timed Reports
 Spangle Chrysanthemum
 Spangle Chrysanthemum With Gold Willow Pistil And Purple Ring
 Spangle Willow
 Spinning Silver Reports With Red And Blue Stars
 Spinning Silver Reports With Variegated Stars
 Sun And Planets And Titanium Report
 Three Break Red, White, Blue Ring Of Reports
 Thunder With Blue, Glitter And Heavy Report
 Timed Reports To Heavy Report
 Twinkling Silver Willow
 Two Break Red And Silver Peony And Blue Crossette
 Two Color Change To Flash Peony, Assorted
 Variegated Diadem Chrysanthemum With Variegated Pistil
 Variegated Meteor Shower
 Variegated Peony To Crackling Balls



Red Dahlia



Gold Lace Kamuro
3"-12"



Crossette Ring with
Crackling Pistils
5", 6"



Silver Meteor with
Red and Blue Pistil
6"

Aerial Shells

Variegated To Crackling With Double Crackling
Variegated With Electric Tails
White Strobe

6 inch color shell assortments

Assortment C Of 10 Different J&M Brand Shells

Brilliant Brocade Chrysanthemum With Blue Core
Brocade With Green Strobe Pistil And Purple Flowers
Crackle Flower Brocade With Multicolor Bees
Half Aqua Half Purple With Gold Brocade Ring
Half Sky Blue Half Magenta With Silver Glitter Crossette Ring
Lemon And Purple Peony With Crackle Pistil
Orange And Lime Dahlia With Silver Strobe
Silver Brocade Diadem Chrysanthemum With Green Strobe Pistil
Silver Glitter With Red And Blue Pistil
Variegated Chrysanthemum With Thunder

Assortment D Of 10 Different J&M Brand Shells

Blue Chrysanthemum With Green Strobe Pistil
Blue Peony With Green Strobe Pistil
Gold Willow With Red Pistil
Green Peony With Purple Pistil
Green Peony With Red Strobe Pistil
Magenta With Red Pistil
Midnight Snow With Green Pistil
Purple With Big Chrysanthemum
Twilight Glitter To Red With Blue Pistil
Twilight Glitter With Purple Pistil

Assortment G Of 10 Different J&M Brand Shells

Blue Peony With White Twinkling Palm Core
Brocade Crown With Reports
Glitter Rays To Red With Blue Pistil
Gold Willow With Multicolor Leaves Pistil
Purple To White Peony With Green Pistil
Red Crackling Coconut With Silver Shell of Shells
Red To Blue To Silver Peony With Green Pistil
Silver Time Rain Willow
Silver Wave Blue To Red With Green Pistil
White Shining Peony With Red Strobe Pistil

Assortment J Of 10 Different J&M Brand Shells

Chrysanthemum To Silver With Silver Strobe Pistil
Color Crossette Ring With Crackling Pistil
Flashing Willow With Lemon And Purple Scatter
Glittering To Orange With Purple Pistil
Glittering To Variegated With Red Pistil
Lemon Wave To Blue To Orange Wave
Purple Peony With Glittering Lemon Palm Pistil
Silver To Red With Lemon Pistil
Two Times Crackling
Willow With Flickering And Reports

Assortment M Of 10 Different J&M Brand Shells

Chrysanthemum To Blue To Silver With Red Pistil
Chrysanthemum To Green To Silver With Purple Pistil
Flashing To Lemon Wave With Red Pistil
Glittering To Blue With Pink Pistil
Green To Blue To Silver Strobe With Lemon Pistil
Green To Orange With Wave Pistil
Orange To Ocean Blue With Palm Pistil
Orange With Silver With Blue Pistil
Orange With Wave To Green To Lemon With Wave
Silver To Green With Purple Pistil

Assortment P Of 10 Different J&M Brand Shells (low fallout)

Blue Peony With Palm Pistil
Golden Wave To Green
Golden Wave To Red
Golden Wave To Variegated
Purple And Gold Peony
Purple And Silver Peony
Purple Peony With Palm Pistil
Red And Green Peony
Red Peony With Palm Pistil
Yellow And Green Peony

Assortment Q Of 10 Different J&M Brand Shells (long duration)

Blue Spiderweb With Red Strobe Pistil
Gold Willow With Silver Strobe Pistil
Green Chrysanthemum With Gold Palm Core
Green To Blue To Silver Peony
Green To Yellow Peony With Red Pistil
Half Blue And Half Yellow Peony With Gold Spiderweb Ring
Purple Spiderweb With Purple Falling Leaves
Red Gamboge To Red To Blue With Yellow Pistil
Red Spiderweb With Red Strobe Pistil
Silver Glitter Falling Leaves With Red To Blue Crossette Ring

Assortment V Of 10 Different J&M Brand Patriotic Shells

Blue And Silver Strobe Willow
Blue Dahlia With White Strobe
Crackling Brocade To Red With Blue Pistil
Diadem Chrysanthemum To Blue With Red Pistil
Flower Crown With Red Strobe Pistil
Half Red, Half Blue, With Silver Palm Pistil
Red And Blue (alternating) Ring With Salutes



Ring with
Artillery - 5", 6"



Ring with Small
Flowers - 6", 8"



Bow tie Ring



Ring with
Scattering - 6"

Aerial Shells

Red Dahlia With White Strobe
Red To Blue To Silver Peony
Silver Willow With Red And Blue Pistil

6 inch color shells

Chrysanthemum To Blue To Silver With Red Pistil
Chrysanthemum To Silver With Silver Strobe Pistil
Color To Dark To Color
Flashing To Lemon Wave With Red Pistil
Flashing Willow With Lemon And Purple Scatter
Glitter Willow With Pink, Lemon And Light Blue Pistil
Glittering Willow
Glittering Willow Waterfall
Glittering Willow With Pink Lemon And Lt Blue Pistil
Green Spiderweb With Green Strobe Pistil
Green To Blue To Silver Peony
Green To Blue To Silver Strobe With Lemon Pistil
Half And Half With Pistil Assorted
Multicolor Peony
Red And Blue Dahlia With Silver Glitter Pistil
Red Gamboge To Blue Chrysanthemum With Red Spiderweb Ring
Red Spiderweb With Red Strobe Pistil
Red To Blue To White Strobe
Red White And Blue Peony
Willow With Double Ring Pistil
Willow With Strobe Pistil

6 inch fancy color shell assortments

Assortment H Of 10 Different J&M Brand Shells (low Fallout)

Blue Kitool
Blue Peony With Lemon Petal
Corolla Waterfall
Glittering Palm
Green Chrysanthemum With Glittering Palm Pistil In Brocade Crown Ring
Mixed Magenta And Emerald Chrysanthemum With Gold Strobe Pistil
Night Snow To Blue With Red Pistil
Red Chrysanthemum With Blue Pistil In Brocade Crown Ring
Silver Stars Waterfall
White Stars With Red Crossette

Assortment I Of 10 Different J&M Brand Shells (long duration)

Autumn Gold To Crackle Flower Brocade With Green Strobe Waterfall
Brocade Crown To Magenta And Sea Blue
Diadem Chrysanthemum To Magenta Orange And Lime
Gold Willow To Blue With Red And White Falling Leaves Pistil
Magenta Crossette And Lemon Criss-cross
Multicolor Shell Of Shells With Rising Multicolor Flowers
Orange Magenta And Blue Crossettes With White Strobe Pistil
Silver Cascade To Red With Blue Pistil
Silver Kamuro To Blue With Red Strobe Waterfall Pistil
Sizzling Magenta Comets With Rising Lemon Flowers

6 inch fancy color shells

Blue Peony To Silver Crown
Blue To Red To Silver Peony
Brocade Crown With Green Crossette Ring
Crossette Chrysanthemum Assorted
Drifting Lights (parachutes)
Five Times Color Flowers Salute
Flashing Willow With Purple And Green Crossette Ring
Flower Crown With Red Strobe Pistil
Glitter Chrysanthemum
Glitter Rays To Red With Blue Pistil
Glitter Willow With Crackling
Gold Palm Tree With Gold Trunk
Green And Purple Dahlia With Gold Strobe
Green To Brocade Crown
Half Blue And Half Red With Midnight Snow Ring
Kamuro With Flowers
Kamuro With Silver Strobe Pistil
Mixed Color Peony With Palm Pistil Assorted
Multi-color Comets
Multicolor Falling Leaves
Rainbow Colored Dahlia With Glittering Pistil
Rainbow Crossette
Red Ring With White Star And Blue Pistils
Red, White, And Blue Crossette Rings
Ring Pattern With Crossette, Assorted
Ring To Dark To Peony, Assorted
Ring With Scattering, Assorted Colors
Silver Crackling Crossette
Silver Crossette To Silver Scattering
Silver Time Rain Willow
Silver Wave Ring With Red And Blue Crossette
Three Times Flowers, Red, White And Blue
Twenty-five Light Parachute
White Flashing Willow

6 inch special effect shells

Blue And Red Meteor Shower
Blue Sunflower
Blue To Flickering Silver Peony With Red Pistil
Blue With Red Double Petal



Red, white, and
blue finale
12 shot
3"



Red Candle
1.5"



Silver Candle



White Candle
1.5"

Aerial Shells

Brocade Crown Crossette With Brocade Crown Trunk
Color To Crackle Satellite Ring
Crackling Coconut With Crown Flowers
Crackling Small Flowers With Crackling Pistils
Crown Flowers In A Circle
Cube Pattern (multicolor)
Double Palm Tree With Magenta Pistil
Four Section Peony With Crackling Pistil
Ghost Green Peony With White Petal
Ghost Red Peony With Blue Petal
Ghost White Peony
Ghost White Peony With Red Petal
Glittering Gold Kamuro
Glittering Palm With Glittering Trunk
Glittering Silver To Red And Green With Red To Blue
Glittering Silver To Red To Blue Chrysanthemum
Glittering Silver To Red To Green Chrysanthemum
Gold Lace Kamuro With Falling Leaves Pistils
Gold Lace Kamuro With Multi-color Meteor Pistil
Gold Lace Kamuro With Peony With Spangle Pistils
Gold Lace Kamuro With Pistils
Gold Rain Dadelion With Gold Rain Trunk
Gold Spangle With Color Pistil, Assorted
Gold Waterfall
Golden Wave To Colored And Spangle Chrysanthemum
Green Strobe
Green Strobe Shell Of Shells
Green Strobe Waterfall
Half Chartreuse Half Purple With Gold Kamuro Ring
Half Red And Half Blue With Silver Rain Ring
Happy Face Pattern
Happy Kamuro Chrysanthemum
Kamuro Chrysanthemum
Kamuro Chrysanthemum With Crackling
Lemon Strobe
Mixed Color Strobe Shell Of Shells
Multicolor Dahlia With Spangle Crackling Pistil
Multicolor Falling Leaves
Multicolor Palm Tree With Crown Flowers
Multicolor Strobe
Orange Strobe
Orange With Green Double Petal
Purple With Orange Double Petal
Red Eddy In Chrysanthemum With Multicolor Swimming Pistil
Red Gamboge To Red And Blue Chrysanthemum With Silver Pistil
Red Gamboge To Swimming With Multi-color Swimming
Red Strobe
Red To Blue Peony With Color Changing Pistils
Reddish Gamboge To Bright Red And Blue With Blue To Silver
Reddish Gamboge To Green To Purple Chrysanthemum
Reddish Gamboge To Variegated With Spangle Pistil.
Reporting Comets
Silver Kamuro With Red And Blue Pistil
Silver Rain With Red And Blue Pistil
Spangle Chrysanthemum With Gold Willow Pistil And Purple Ring
Spangle To Green Chrysanthemum With Purple Pistil
Spangle To Orange With Green Pistil
Tourbillion With Reports With Red And Blue Stars
Tourbillion With Reports With Variegated Stars
Variegated Diadem Chrysanthemum With Variegated Pistil
Variegated Meteor Shower
Variegated To Crackling With Double Crackling
Whistles And Go-getters
Whistles With Red And Blue
White Strobe

8 inch fancy color shells

Brocade Crown With Eight Flowers
Brocade Crown With Reports
Brocade Ring With Crackling Flower Pistil
Chrysanthemum With Multiple Layer Pistil
Color To Brocade Crown, Assorted
Color To Dark To Color
Color To Dark To Color To Crackling
Crossette Chrysanthemum Assorted
Crossette Ring With Crackling Pistils
Flashing Willow With Lemon And Purple Scatter
Glittering Willow
Glittering Willow Waterfall
Glittering Willow With Falling Leaves Pistil
Gold Flashing Crossette With Gold Flash Pistil
Multicolor Glittering Coconut
Purple To Green To White Flashing
Red And Blue Peony With Silver Spike Pistil
Red Gamboge To Yellow
Red To Blue To White Strobe
Red To White To Blue To Silver
Red, White And Blue Peony
Sea Blue Peony With Orange Pistils
Silver Crown To Color Assorted
Silver Plum Crossette Chrysanthemum
Silver Spider With Orange Pistil
Silver Wave To Green To Red With Red To Purple Pis
Three Times Brocade Crossette
Two Color Change With Red Brocade Pistil Assorted
Variegated Peony With Gold Palm Pistil
White Flashing Willow
Willow To Silver Crown



**Color Whistle
100 Shot Cake**



**Battle of Color
100 Shot**



Silver Whirl Cake



Quick Whistle

Aerial Shells

8 inch special effect shells

Blue Peony With Bright Red Pistils
Blue Sunflower
Blue With Red Double Petal
Chupacabra
Crackling Kamuro With Multi-color Meteor Pistil
Crackling Small Flowers With Crackling Pistils
Four Pistils
Ghost Blue Peony
Ghost Green Peony With Willow Pistil
Ghost Red Peony
Ghost White Peony
Ghost Yellow Peony
Gold Lace Kamuro
Gold Lace Kamuro With Variegated Pistils
Gold Waterfall
Golden Silk Chrysanthemum
Happy Kamuro Chrysanthemum
Kamuro Chrysanthemum
Multicolor Palm Tree With Crown Flowers
Nishiki Kamuro To Red Tip With Blue Pistil
Orange With Purple Double Petal
Rain Kamuro With Blue Pistil
Rain Kamuro With Red Pistil
Red And Blue Nishiki Kamuro With Twinkling Pistil
Red Gamboge To Crackling Chrysanthemum With Blue Pistil To Variegated
Red Gamboge To Crackling With Spangle Crackling Pistil
Red Gamboge To Multi-color Swimming With Spangle Crackling
Reddish Gamboge To Crackling Chrysanthemum With Pistils
Reporting Comets
Silver Rain With Red And Blue Pistil
Spangle With Crackling Pistil
Variegated Diadem Chrysanthemum With Variegated Pistil
White With Red Double Petal
Yellow To Green With Purple Double Petal
Yellow With Blue Double Petal

Salutes

2.5 inch Silver Sparked Salute With Silver Tail
3 inch Dark Salute (no Titanium)
3 inch Salute (cylinder Shell)
3 inch Silver Sparked Salute With Blue Tail
3 inch Silver Sparked Salute With Red Tail
3 inch Silver Sparked Salute With Rising Crackling Tail
3 inch Silver Sparked Salute With Silver Tail
3 inch Titanium Salute With Rising Whistle

Finales

2.5 inch finale

Blue Peony Finale 10 Shot
Color (rainbow) Finale 10 Shot
Crackling Finale 10 Shot
Glittering Willow 10 Shot Finale
Red Peony Finale 10 Shot
Red White And Blue Finale 10 Shot
Red White And Blue Finale 20 Shot Peanut
Salute Finale With Palm 10 Shot
Variegated Peony Finale 10 Shot
White Peony Finale 10 Shot

3 inch finale

Blue Peony 12 Shot Finale
Color (rainbow) Finale 12 Shot With Tails
Color And Report Finale 12 Shot With Tails
Color Finale 12 Shot With Tails
Color Finale Red White And Blue 12 Shot
Crackling Finale 12 Shot
Glittering Willow 12 Shot Finale
Green Peony Finale 12 Shot
Peony With Palm Pistil 12 Shot Finale
Purple Peony Finale 12 Shot
Red Peony 12 Shot Finale
Red White And Blue Dahlia 12 Shot Finale
Red, Salute, Blue Dahlia Finale 12 Shot
Report And Palm Finale With Rising Tails 12 Shot
Silver Palm Finale 12 Shot (3.6 Sec Dur)
Variegated Peony Finale 12 Shot
White Peony Finale 12 Shot

3 inch peanut finale

Color Finale 24 Shot Peanut
Red, White And Blue Finale 24 Shot Peanut

4 inch finale

Artillery Finale 8 Shot



**Falling Leaves "Z"
Shape Fan Cake**



**Rainbow 150 Shot
Fan Cake**



**130 Shot Fan Shape
Glittering Willow
Mines Cake**



**Pink, Yellow and Sea
Blue "W" Shaped
90 Shot**



Red & White Strobe Peanut



Brocade Ring



Multicolor Falling Leaves - 5", 6"



Ring with Crackling Pistils 4"

Finales

- Color Finale With Tails 8 Shot
- Glittering Willow 8 Shot Finale
- Peony With Palm Pistil Finale 8 Shot
- Rainbow Finale With Colored Tails 8 Shot
- Red White Blue Dahlia Finale 8 Shot

4 inch peanut finale

- Color Finale 16 Shot Peanut
- Red White And Blue Finale 16 Shot Peanut

Water Effects

Water Cakes

- Color Carpet Water Cake

Water Mines

- 5" Water Mine
- 6" Water Mine

Cakes & Barrage Units

Cake Assortments

- Assortment A Of 4 Different 25 Shot Cakes

Candle Barrages

- Candle Barrage Assorted 300 Shot
- Candle Bundle 300 Shot - Pink
- Candle Bundle 300 Shot - Purple
- Candle Bundle 300 Shot - Red
- Candle Bundle 300 Shot - Silver
- Candle Bundle 300 Shot V Fan
- Candle Bundle Blue 300 Shot
- Candle Bundle Blue 300 Shot V Fan
- Candle Bundle Gold Wave 300 Shot V Fan
- Candle Bundle Red 300 Shot V Fan
- Candle Bundle Silver 300 Shot V Fan

Category 1

- 5x5 Report Salvo With Silver Tails 25 Shot
- Multi-color Comets And Reports 25 Shot
- Quick Report 25 Shot With Red Tail
- Red White and Blue Tails To Heavy Report 25 Shot
- Shimmer Crackling Gold 25 Shot
- Whistle And Reports 25 Shot

Category 10

- Colored Stars 600 Shot R Shape
- Crackling Mines 130 Shot Fan Shape
- Glittering Crown With Variegated Falling Leaves 150
- Glittering Willow Mines 130 Shot Fan Shape
- Happy Stars 150 Shot
- Red White and Blue Scenery 300 shot

Category 2

- 25 Shot Report Cake With Silver Tails
- Assorted Effects 25 Shot Cake
- Blue Mine To Red Stars With White Strobe 25 Shot
- Color And Crackle 25 Shot
- Crackling Flower Willow 25 Shot
- Crackling With Palm Pistil 19 Shot
- Gold Strobe Willow With Crackle 25 Shot Fan
- Golden Strobe 25 Shot
- Green Dahlia And Gold Glittering 19 Shot
- Green Glitter Willow With Green Glitter Tail 19 Shot
- Green Tl-gn Fl And Spider King Bl Tail-bl Palm And Report 25 Shot
- Lemon And Blue 19 Shot [30sec]
- Lemon Strobe 19 Shot [30sec]
- Mixed Color Strobe 19 Shot (30 Sec)
- Mixed Crossettes 19 Shot (30sec)
- Orange Strobe 19 Shot
- Purple And Silver Glitter With Silver Glitter Tails 19 Shot
- Red And Blue To Silver Fish 25 Shot
- Red Glitter/ Silver Glitter Willow 19 Shot [30sec]
- Red Strobe 19 Shot
- Red Tail To Green Light And Red Flash Willow 25 Shot
- Red, White And Blue Crossette 25 Shot
- Silver Glitter Tail To Blue And Silver Glitter 19 Shot
- Silver Palm With Color Strobe 25 Shot Fan
- Silver Spinner To Red And Blue 19 Shot
- Silver Strobe Mine To Blue And Red Dahlia 25 Shot

Category 3

- Blue And Red Palm With Crackle 49 Shot
- Brocade Crown And Red, Green, Blue Dahlia 49 Shot

Cakes & Barrage Units

Colorful Strobe 49 Shot
Crackling 49 Shot Z Shape
Five Changing Effect Cake 100 Shot
Garden Party 25 Shot
Report With Silver Tail With Color Break 100 Shot (20mm)
Shimmering Crackling Gold 100 Shot
Silver To Crackling 40 Shot Fan Shape

Category 4

Alternating Red White And Blue Tails To Red White And Blue 100 Shot
Brocade To Red White Blue 49 Shot
Coconut Attack 49 Shot
Color Tails To Breaks 100 Shot
Color, Crackle, And Report 49 Shot
Gold And Silver Spinners To Color Break 49 Shot
Green Comets 100 Shot Z Fan
Green Glitter Willow With Green Glitter Tail 40 Shot
Lemon Comets 100 Shot Z fan
Mixed Color Bees 100 Shot
Mixed Effects Fan Cake 30 Shot
Pink Comets 100 Shot Z fan
Purple Comets 100 Shot Z Fan
Quick Whistle 100 Shot
Rainbow Crossette 50 Shot Z Fan
Red And Silver Crossette 100 Shot Z Shape
Red Silver And Blue Bees 100 Shot
Silver Sizzling 49 Shot Z Fan
Silver Tail To Gold Willow With Blue 49 Shot Z Shape
Variety Color 50 Shot
Variety Color With Report Finale 49 Shot

Category 5

Assorted Effects 100 Shot Z Shape
Crackling Flower Willow 50 Shot
Fairy Dust 49 Shot Z Fan
Multicolor Mine Cake 55 Shot Z Shape
New Color Dahlia Fan Cake 49 Shot
Quick Spring Salute 49 Shot
Rainbow 49 Shot Z Shaped Fan Cake
Rainbow Crossette 49 Shot Z Fan
Red White And Blue Mine Cake 55 Shot Z Shape
Rockets Red Glare 49 Shot Cake
Silver Glitter With Tails 40 Shot Fan Shape
Silver Spinners To Red And Blue Stars 49 Shot
Titanium Salute With Silver Tail 49 Shot
Waterfall With Green Tail 49 Shot Z Shape

Category 6

Assorted Strobe 49 Shot Z Shape
Green Strobe 49 Shot Z Shape
Red Strobe 49 Shot Z Shape
Silver Whirl To Variegated Volley Fan 70 Shot
Twilight Glitter With Twilight Glitter Tail 49 Sho

Category 7

Assorted Diameters And Effects Finale Cake 66 Shot
Blue Orchid 100 Shot Z Fan
Color 49 Shot 2 Inch Finale Box
Color And Crackle 49 Shot 2 Inch Finale Box
Color And Palms 100 Shot
Color Comets to Crackling 100 Shot
Color Crackle Volley 100 Shot Fan
Color Crackling And Reports 100 Shot Z fan
Color Crackling Flowers 100 Shot Z Shape
Colorful Tail Silver Palm And Red, Green, Blue Dahlia 90 Shot Z Shape
Fairy Dust 100 Shot Z Fan
Fairy Waterfall 70 Shot Z Fan
Falling Leaves 100 Shot Z Fan
Gold Comet To Crackling 100 Shot
Gold Strobe Willow 100 Shot
Patriotic (red White And Blue) Crossette W Shape 60 Shot
Pink, Orange, Sea Blue W Shaped 90 Shot
Purple And Green Mines 100 Shot Z Shape
Rainbow Crossette 100 Shot Z Fan
Red Strobe Willow 100 Shot
Red Strobe Willow With Blue Tails 96 Shot W Shape
Red White And Blue Tails To Report 100 Shot Z Shape
Red White Blue Rings 32 Shot
Red, White, And Blue With Crackling Flowers 100 Shot Fan
Report With Silver Tail With Palm 100 Shot
Silver Palm Crackling Flower With Blue Stars 102 Shot W Fan
Silver Shining Willow 100 Shot
Silver Whirl To Red And Blue Fan 90 Shot
Small Finale 100 Shot
Waterfall With Red Tail Z Fan 100 Shot

Category 8

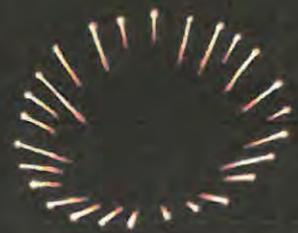
Assorted Effects And Diameters 84 Shot
Brocade, Crackle, And Reports 80 Shot Z Fan
Color 49 Shot 2 Inch Finale Box
Color And Gold Glitter 100 Shot Fan Cake
Green And Orange To Crackle 182 Shot X Fan
Purple And Lemon Crossette 182 Shot X Fan [10 Sec]
Red And Blue Crossette 182 Shot X Fan



Bow tie Rings



Blue Peony with Red Pistil



Ring Pattern



**Heart Pattern
5"**

Cakes & Barrage Units

Red And Blue To Silver Crossette 210 Shot
Red, White And Blue Mines 90 Shot W Shape
Red, White, And Blue Palms And Reports 80 Shot Z Fan
White Strobe To Moving Colored Stars 300 Shot Fan

Category 9

Color Tails To Breaks 300 Shot
Fan Cake 300 Shot Assorted Effects
Mixed Color Bees 300 Shot
Multi-color Pearls - Orange Lemon Purple Green 234 shot
Peacock Tail 285 Shot Fan
Rainbow 150 Shot Z Shaped Fan Cake
Rainbow Barrage 150 Shot
Red Stars To Report With Whistle To Blue Tail 300 Shot fan
Silver Glitter Tail To Blue Stars And Red Falling Leaves 100 Shot Fan

Mines, Comets & Candles

Candles

Assorted Color Tail To Assorted Color Peony Candle 1.2" 8 Shot
Blue Candle 1.5 Inch 8 Ball
Crossette Candle Assorted Colors 2" 8 Shot
Gold Candle 1.5 Inch 8 Ball
Gold Glitter Candle 1.5 Inch 8 Shot
Green Candle 1.5 Inch 8 Ball
Lemon Candle 1.5" 8 Shot
Orange Candle 1.5" 8 Shot
Pink Candle 1.5" 8 Shot
Rainbow Candle 1.5 Inch 8 Shot
Red Candle 1.5 Inch 8 Shot
Silver Whistle Candle 2" 8 Shot
Titanium Crackling Candle 1.5" 8 Shot

Comets

3" Crackling Tiger Tail
3" Gold Glitter Comet
3" Green Glitter Comet
3" Red Glitter Comet
3" White Glitter Comet
4" Crackling Tiger Tail
4" Gold Glitter Comet
4" Green Glitter Comet
4" Red Glitter Comet
4" White Glitter Comet
Comet Aqua 30mm
Comet Aqua 45mm
Comet Blue 30mm
Comet Blue 45mm
Comet Crackling 30mm
Comet Crackling 45mm
Comet Gold Glitter 30mm
Comet Gold Glitter 45mm
Comet Green 30mm
Comet Green 45mm
Comet Lemon 30mm
Comet Lemon 45mm
Comet Orange 30mm
Comet Orange 45mm
Comet Purple 30mm
Comet Purple 45mm
Comet Red 30mm
Comet Red 45mm
Comet Silver 30mm
Comet Silver 45mm

Mines

3" Aqua Mine With E-match Connector
3" Blue Mine With E-match Connector
3" Crackling Mine With E-match Connector
3" Glittering Willow Mine With E-match Connector
3" Gold Mine With E-match Connector
3" Gold Spangle Mine With E-match Connector
3" Green Mine With E-match Connector
3" Green Strobing Mine
3" Lemon Mine With E-match Connector
3" Lime Green Mine With E-match Connector
3" Orange Mine With E-match Connector
3" Pink Mine With E-match Connector
3" Purple Mine With E-match Connector
3" Red Mine With E-match Connector
3" Red Strobing Mine
3" Silver Mine With E-match Connector
3" Variegated Meteor Mine
3" Variegated Mine With E-match Connector
3" Variegated Swimming Mine
3" White Strobing Mine
3" Yellow Mine With E-match Connector
4" Variegated Meteor Mine
Aqua Mine 45mm
Blue Mine 45mm
Crackling Mine 45mm
Gold Glitter Cascade Mine 45mm



Variety color with reports 150 shot



Multicolor Fan Cake 90 Shot



1000 Whistling



Silver scattering 5"



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement and Contracting Services Division

Lenora Darden
Procurement Manager
purchasing@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-0134
www.cityofstuart.us

Date: April 10, 2018
To: Prospective Proposers
Subject: **Addendum #1 to RFP# 2018-201, Fireworks Display Services**

ADDENDUM #1

The purpose of this addendum is to change the submittal due date from April 11, 2018 to April 18, 2018 at the same time of 2:30pm.

All other terms and conditions of this RFP remain unchanged.

This Addendum shall be considered an integral part of the RFP and Contract Documents and must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on April 18, 2018**. Failure to comply may result in disqualification of your submittal.

Lenora Darden
Procurement Manager
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to RFP #2018-201 Fireworks Display Services

Signature

4-10-18

Date

Firm

Email Address



In response to the City of Stuart Letter dated May 2, 2018, Subject: RFP#2018-201, Fireworks Display.

- 1) J&M Displays considers choreographed shows and electrically fired shows as two completely different things.

An electrically fired show may or may not be choreographed. In a standard electrically fired show our technician works with his or her team of assistants to pair and match shells based on the shell type and the technicians experience in show production. A shell or shells are then typically fired at a rate of 3 to 3.5 seconds between each other to make sure there is no black sky. This rate of fire may be changed during the show if a shell needs to be accented by letting it hang in the sky longer. Electrically fired shows are shows that are shot with an electronic remote to ensure safety and control of the production.

A choreographed fireworks show is one that is typically shot to music, where a soundtrack has been produced by the fireworks vendor and approved by the client weeks in advance. Each shell is chosen based on the music to be used so that we may invoke emotion with each sequence and shell burst. In a choreographed show shells are scripted down to 1/100th of a second of the music and are much more precise than a typical fireworks presentation. When a choreographed show is not shot to music the shells are still placed in a scripted pattern that is visually pleasing without music.

Having said that, some clients ask that our technicians just simply shoot the fireworks for a predetermined time, say 20 minutes, while music is being played by the client. We accommodate this request regularly, but we do not define this as a choreographed show.

- 2) Electrically fired shows are standard practice for J&M. Our proposal did not include a cost for choreography. We offer choreography as a free option to shows over \$25,000.00. We presented our cost projections based on the length of show for each type.
- 3) Time is definitely of the essence as we are quickly approaching, if not surpassing, Coast Guard Permit deadlines and the like, but J&M Displays is fully prepared to produce City of Stuart's July 4th show for this year, 2018.
- 4) 30x120 Barge (Including a buffer barge the night of the display)

EXHIBIT B

“ORIGINAL REQUEST FOR PROPOSAL AS ISSUED BY CITY, INCLUDING ALL ADDENDA“



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement and Contracting Services Division

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Telephone (772) 288-5308
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www.cityofstuart.us

LEGAL NOTICE FOR RFP #2018-201

FIREWORKS DISPLAY SERVICES

The Stuart City Commission, Stuart, Florida is soliciting qualified firms to provide fireworks display services for various types of events. Contractor shall furnish all labor, equipment, materials and incidentals required to accomplish the work.

Respondents must register with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at <http://www.onvia.com/demandstar-subscriptions> "FREE AGENCY".

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the City's ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Firms desiring to provide the services described above shall submit one (1) original and four (4) copies with **one (1) electronic copy (PDF format preferred) on a CD or flash drive** of their proposals, containing all of the required information **no later than 2:30 pm, April 11, 2018**. Submittals will be accepted by hand delivery overnight delivery or by U.S. Mail to Procurement and Contracting Services Division, 121 SW Flagler Avenue, Stuart, Florida 34994. Submittals received after that date and time will not be accepted or considered and will be retained unopened. Submittals will be opened as soon as practicable thereafter.

Mail/Overnight/Hand Deliver Submittal Responses to:
Stuart City Hall
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Mark outside of envelope: RFP #2018-201 "Fireworks Display Services"

Publish Date: March 23, 2018

Stuart City Commission
City of Stuart, Florida

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PART I GENERAL INFORMATION

1.1 OVERVIEW

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and individuals to provide all labor, equipment, and materials necessary to provide various types of fireworks display shows, as described herein.

1.2 DEFINITIONS

"Proposer" shall mean Contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposal.

"Equipment" shall also mean any explosive, ordinance, combustible, protective headgear, eye protection, flame resistant materials, electronic firing devices, and any other tools or items used in the safe execution of contracted work.

"NFPA" is a non-governmental organization that creates safety guidelines for various industries including standards for the manufacture, transportation, and storage of fireworks and pyrotechnic articles, the use of such pyrotechnics before a proximate audience, and uniform fire code.

"BMPs" shall mean Best Management Practices mandated by permit for fire safety and accepted standards in the use of pyrotechnic ordinances and equipment.

"Pause" shall mean a thirty (30) second or longer period of delay in a continuous aerial barrage.

"Multiple Break Shell" shall refer to any type of fireworks ordinance containing multiple shells designed to separate and scatter, creating a compound explosive pattern within a fireworks display.

1.3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

Office of Procurement and Contracting Services Division
City of Stuart
121 S.W. Flagler Avenue
Stuart, Florida 34994

1.4 CONTRACT AWARD

The City of Stuart anticipates entering into a contract with the proposer who submits the proposal judged by the City to be most advantageous. The City anticipates to award to more than one firm (primary and secondary). The proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist, and is not binding, until proposals are reviewed and accepted by the City and executed by all parties. A sample Contract is attached to this RFP. The City anticipates that the final contract will be in substantial conformance with the Sample Contract; nevertheless, proposers are advised that any contract which may result from the RFP is subject to negotiation and may deviate from the Sample Contract, if in the City's opinion, such deviation is reasonable, justifiable, and serves the best interest of this procurement and the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to enter negotiations with the second, most responsive and responsible proposer determined by the selection committee, or it may re-solicit proposals.

The City reserves the right to reject all proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

1.5 DEVELOPMENT COSTS

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

1.6 INQUIRIES

The City will not respond to oral inquiries. Interested proposers may contact the Procurement Division by email: purchasing@ci.stuart.fl.us. The Procurement and Contracting Services Office will also receive written requests for clarification concerning the meaning or interpretation of this RFP, until seven (7) days prior to the submittal date. Questions shall be emailed with reference to the RFP number. All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the Procurement and Contracting Services Division.

1.7 TIMETABLES

The City and proposers shall adhere to the following schedule in all actions concerning this RFP:

- A. On March 23, 2018 the City issues the RFP.
- B. From March 23, 2018 to April 4, 2018, the City will receive and answer written inquiries received by fax, mail or email.
- C. The City must receive the proposals by the closing time and date of 2:30 PM on April 11, 2018.
- D. The City will review and evaluate the proposals in a timely manner.
- E. The City may enter into a contract after obtaining appropriate approvals and conducting negotiations. The City will notify all unsuccessful proposers.
- F. Anticipate effective date of the Contract for these services is intended on or about May 1, 2018.

1.8 DELAYS

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addenda submitted to the City.

1.9 QUALIFICATION SUBMISSION AND WITHDRAWAL

The City will receive all proposals at the following addresses:

**Stuart City Hall
Procurement & Contracting Services Division
121 S.W. Flagler Avenue
Stuart, Florida 34994**

To facilitate processing, please mark the outside of the envelope as follows: **RFP #2018-201 “Fireworks Display Services”** The envelope shall also include the proposer's return address.

Respondents shall submit one (1) original and four (4) copies of the proposal submittal with each marked "**COPY**", and **one (1) electronic copy (PDF format preferred) on a CD or flash drive** in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

***THE CITY MUST RECEIVE ALL PROPOSALS BY
2:30 P.M. APRIL 11, 2018***

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5320, before proposal closing time. A proposal received by the City Procurement Office after the established deadline will be retained unopened.

Proposers may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives), and provide the City with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the City and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1.10 ADDENDA

If revisions become necessary, the City will post all addenda on the City's on-line disseminator Demandstar by Onvia.

Respondents must register with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at <http://www.onvia.com/demandstar-subscriptions> “FREE AGENCY”.

All addenda issued by the City must be signed and included with the firm's submittal package. Failure to include the signed addenda may result in disqualification.

1.11 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

1.12 INSURANCE

The respondent, if awarded a contract, shall maintain insurance coverage (Item 5.3) reflecting the minimum amounts and coverages as required by the City.

1.13 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440 (Item 5.7).

1.14 SUSPENDED VENDOR

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

1.15 ASSIGNMENT & SUBCONTRACTING

The successful proposer will not be permitted to assign its contract with the City or to subcontract any of the work requirements to be performed.

1.16 PROPOSAL AS PUBLIC DOMAIN

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of Chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise "restricted".**

1.17 PUBLIC RECORDS: Public Records Relating to Compliance/Noncompliance, Request for Records, & Civil Action

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

1.18 LICENSES, TAXES, & PERMITS:

- A. **Licenses:** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of RFP receipt. The proposal of any Proposer that is not fully licensed and certified shall be rejected. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected (tab 5).

- B. **Sunbiz:** Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida (tab 6).
- C. **Business Tax Receipt:** Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable (tab 6).
- D. **Permits:** Contractor shall also be available to meet at the event site to review any permit requirements as needed with City Project Manager and Fire Marshal. Such onsite meetings and travel to and from the site shall not be considered a reimbursable expense. Contractor shall apply for all applicable permits and licenses no later than 60 calendar days prior to the event. The City will waive or reimburse for City permit fees. However, fines and penalties will be assessed based upon the standard fee structure.

1.19 CONTRACT TERM

At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

- A. **Contract Period:** This contract shall be awarded for an initial term of two (2) years subsequent to approval by the proper City authorities. The contract may be renewed for three (3) additional one year periods provided both the successful proposer and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful proposer. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties not to exceed six (6) months.
- B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for three (3) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed five (5) years. Prior to each annual renewal, the City may consider price adjustment(s) only when a written request is received a minimum of ninety (90) days prior to the renewal date for review by the City. Consideration of price increases will be given provided such escalations are justified, reasonable and acceptable to the City. All price increases must be documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

1.20 CONTRACT AMENDMENT

The City may require additional fireworks displays not specifically identified in the contract. The Contractor agrees to provide such services, and shall provide the City prices on such additional services based upon a formula or method which is the same or similar to that used in establishing the cost in this proposal. The additional displays may vary in minutes and grand finale. If the price(s) offered are not acceptable to the City, and cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors or to cancel the contract. Furthermore, the City reserves the right to alter or revise the design and layout of displays during the contract period when deemed necessary as specified below:

Allotted Budget
Type and Quantity of Shells
Increase/Decrease of Duration of Show
Additional Special Effects

Such modifications to the display will be mutually agreed upon and shall be reflected in the executed amendment.

1.21 TERMINATION CLAUSES

- A. **Termination for Convenience:** The City upon a thirty (30) day written notice to the other party may terminate this Agreement with or without cause. In the event of any termination, the Contractor shall be paid for all services rendered to the date of termination.
- B. **Termination for Cause:** The obligation to provide further services under this Agreement may be terminated by the City upon seven (7) days written notice in the event of failure by the Contractor to perform in accordance with the terms hereof through no fault of the City.
- C. **Default:** In the event that the Contractor cannot respond adequately to perform the needs of the City by any reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract. As a result, the City shall have the right to deduct the cost incurred as designated in Item 5.2. Areas of non-performance may include, but are not limited to:
1. Fireworks display (Event) results in more than 1% of the fireworks being discarded during the show due to damage, defective firing, equipment malfunctioning, or any other causes.
 2. Start of show significantly delayed by Contractor (5-10 minutes).
 3. Start of show significantly delayed by Contractor (11-20 minutes).
 4. An unapproved pause/delay occurring during the show (1 minute or more).
 5. Fireworks are not released at proper locations.
- D. **Performance Evaluation:** Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

1.22 BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners (tab 1).

1.23 REFERENCES/RECORD CHECK

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

1.24 INVOICING AND PAYMENT

The City requires a firm price for each contract period. A 25% deposit will be rendered in advance of the event and final payment upon successful completion of the event and contract work, if payment by Pcard is accepted. Invoices will be checked to confirm compliance with quoted pricing of inventory and work to be completed. Failure to hold prices firm through each contract term will be grounds for contract termination.

PART II STATEMENT OF WORK

2.1 PURPOSE

The City of Stuart is soliciting proposals from a qualified, experienced firm that possesses the necessary experience, strategic planning, and creativity to provide fireworks display services. As each event is unique and requires its own customization, Contractor shall possess the ability to provide different types of firework displays to fit the needs and requirements of the event. Contractor shall have the experience and a proven track record in their discipline and ability in order to provide both a quality and cost effective display for each type of event. The display shows may vary incrementally as specified in the work objective below.

2.2 BACKGROUND INFORMATION

Traditionally, the City of Stuart 4th of July fireworks show was produced by private organizations in collaboration with a pyrotechnics contractor. However, for the past two years, the City has publicly funded and produced the event directly. It should be noted that prior shows have ranged between \$25,000 and \$35,000, lasting up to 25 minutes in length and the City has budgeted for such expenditures annually. This show is also a waterborne event, and typically launched from a barge at a designated site on the Saint Lucie River.

2.3 SITE INSPECTION

The contractor is to verify to his or her own satisfaction the challenges associated with the display site and exclusion zone, including any expenses associated with making safe the launch platform and all personnel. After award, no extra charge or compensation will be allowed by the City as a result of differences between actual materials and labor, unless by reason of unforeseeable causes beyond the control of the contractor and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor.

2.4 MINIMUM QUALIFICATIONS AND EXPERIENCE

This RFP shall be awarded only to a responsive and responsible proposer, qualified to provide the work specified. The proposer should submit the following information, tabbed per proposal format, with their proposal response package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the proposal response being considered non-responsive (tab 5).

- A. Proposer must include with their submittal response, a minimum of 15 minute fireworks display video of their performance, similar in nature as requested, in order to determine suitability of services. Video demonstration should capture a fireworks display show for an opening, body, and finale. Video must be furnished free of expense to the City.
- B. Display presentation must be staffed and executed by properly trained and licensed personnel with adequate experience and skills to perform the work. Minimum Age of any personnel assigned to City's Account shall be 18 years of age and have a valid driver's license issued in the United States. Firm must provide additional requirements as specified in Item 2.10.
- C. Lead Technician shall have a minimum experience of 5 years in Pyrotechnics experience in the handling, transportation and discharge of fireworks materials and have fired a minimum of ten displays of the size and nature of the displays proposed herein. Lead Technician shall have all proper licenses and certifications to perform duties for an effective display.
- D. Proposer must submit sufficient evidence that their firm has been in business for a minimum of 3 years in related fireworks operations. Evidence of minimum of (3) years shall be verified in accordance with filing date by the State of Florida.
- E. Proposer must submit evidence of ATF (Alcohol, tobacco and fire) license by the State of Florida.
- F. Proposer must provide three (3) successful projects of a similar complexity, nature, and size of the requested services within the past five (5) years: One (1) reference must be a commercial or public entity, one (1) reference provided fireworks from a barge, and one (1) reference provided fireworks display from land; and include details of the following: scope of work, location, date of service, names, addresses and phone numbers of owners.
- G. Assistant/Handler must have a minimum experience of five shows and have all proper licenses and certifications.
- H. Proposer must provide an assigned Supervisor (to the City account) with a minimum of five (5) years' experience in similar work and provide details of their qualifications. This assigned Supervisor will be responsible for overseeing all work performed, including coordination of services and establishing a method of communication with their staff and City staff for coordination and safety provisions during work.

2.5 WORK OBJECTIVE

Contractor shall be responsible to provide a fireworks display that is innovative and attractive (fireworks in assorted types, shapes, sizes, specialty colors and effects) for different events: Holiday show, New Year's Eve, Boat Show, and 4th of July Celebration. The proposed display shall take into account budgetary restrictions, display minimum requirements, and background information as specified in this request for proposal.

The contractor shall propose (design and layout) fireworks displays in accordance with the following:

- Aerial Displays Only: To accommodate multiple viewing locations, firework display for large open venue shall be entirely aerial; ground displays are not to be provided.
- Electrically Fired: Each segment shall be 100% electrically fired. City shall not be responsible for providing electrical set up on site.
- Program: There shall be a minimum of three (3) segments as identified below:

1. Opening Extravaganza
 2. Body
 3. Grand Finale
- Type 1: 15 minute show launched from ground, 3 minute opening, 7 minute body, no pause, and a 5 minute finale.
 - Type 2: 30 minute show launched from a barge on the Saint Lucie River, 5 minute opening, 15 minutes body, no dead air space time from start to finish, 10 minute finale.
 - Type 3: 30 minute show launched from ground, 5 minute opening, 30 second pause, 16 minute body, 30 second pause, 8 minute finale.
 - Type 4: 45 minute show launched from a barge on the Saint Lucie River, Six minute opening, 17 minute body, 30 second pause, 13 minute body, 30 second pause, 8 minute finale.

Contractor shall provide all labor, material, equipment, tools, and transportation for completion of work. Contractor shall be responsible for all loading, unloading, setting-up, breaking down, etc. of all equipment and materials used for the display.

City expects the display(s) to be visible to an audience viewing from any area vantage points not immediately adjacent to the discharge site. Contractor shall allow for appropriate layering and balance of the overall program(s) with no perceptible pauses or gaps in the continuous display, except as designated above. All pyrotechnic materials shall be top grade.

Contractor shall allow City Fire Marshal (or designee) total access to Contractor's operations prior to, during, and after event. Contractor shall be responsible to coordinate with the Fire Chief, or designee, for a continuity check upon completion of setup. City Fire Marshal will have sole discretion as to the decision to fire shells based on inclement weather, wind, crowd issues, security, etc.

2.6 SHELL REQUIREMENTS

- Shells shall range from three inch to ten inch shells throughout the duration of the display.
- City prefers that there are a very limited number of three (3") inch shells throughout the entire program.
- City prefers a high quality amount of multiple break shells and shells per minute.
- Shell range and type may vary for any close-proximity shows and the City desires a degree of flexibility and adaptability depending on show type.
- Originality of theme shall be relevant to event (4th of July and New Year's Eve) celebrations.

2.7 SCHEDULING OF SERVICES

Notification Requirements: It shall be the responsibility of City to make all efforts to provide a minimum of sixty (60) days' notice for securing services and providing updated event details to Contractor. City shall be responsible to provide the following information to Contractor at time of notice:

- Time and Date of Event
- Location of Firework Display and detailed map of event site

- Any obstructions near firing site area
- City Contact Information

Contractor shall possess the ability to plan and execute in a timely manner taking into consideration South Florida weather conditions. It shall be Contractor's responsibility to schedule accordingly for the delivery and set up of the fireworks display to ensure all time restraints are adhered to as follows:

- Safety plan submitted to the Fire Marshal no later than thirty days prior to the scheduled event.
- Pre-load of all show inventory and personnel onto City designated barge or launch site by no later than **5:00 p.m.** of event day.
- Test shot to be conducted at the direction of the City Fire Marshal no later than 30 minutes prior to show as scheduled by the City. All test runs must be scheduled with City Project Manager at least 24 hours in advanced. Failure to schedule may result in fines and penalties for which the City shall not be responsible.
- Show to begin upon final clearance by the Fire Marshal or their designee; or at another date and time designated by the City.
- Site cleanup and offload at the direction of the City by the end of the following day of event.

2.8 COMPLIANCE STANDARDS

The City of Stuart requires strict adherence and conformance to National Fire Protection Association (NFPA) standards for fire protection, firework display, and pyrotechnic related activities including NFPA 1123, 1124, and 1126. The City Fire Marshal, Fire Chief, or City Manager may authorize additional safety and security measures.

In addition to adherence to the pyrotechnic industry's Best Management Practices (BMPs), the City requires a Fire Safety Plan to be approved by the Fire Marshal. The United States Coast Guard also requires an application for a "Special Marine Event" permit, which must be completed within three (3) months of the date of the event in collaboration with the City event.

Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Safety Data Sheet (SDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.

All fireworks shall be in compliance with the regulations of the U.S. Department of Transportation, and all state, county and local applicable laws, regulations, statues, ATF Federal explosives, and local ordinances, including transport of fireworks.

Contractor personnel shall at all times in preparation of, during and immediately after the display, maintain a safe and clean operating environment in accordance with all federal, state, and local laws, codes, and regulations.

2.9 HANDLING OF FIREWORKS

All fireworks materials shall be clearly marked, indicating the type of shell and shall be delivered to the loading site prior to event. Once delivered, shells shall be accompanied and managed by Contractor personnel. Contractor shall ensure packaging is sealed in order to prevent deterioration due to moisture and/or other contamination. The City shall not be responsible for the storage of fireworks and/or firing materials. No on site storage shall be allowed without proper City approval.

All unfired fireworks shall be protected during firing. Any shell not properly fired shall be disposed of in accordance with applicable regulations.

Contractor shall provide necessary safety equipment and all tools and materials, including but not limited to, mortar racks, lumber and stakes, etc., which may be required for the firing of the display.

Contractor shall be responsible to insure that the fallout zone is secured.

Fire extinguishers of appropriate classification and approved by City Fire Marshal shall be accessible and in plain view from the time of fireworks arrive on site until all fireworks are completely removed from the site. Contractor shall be responsible for the supply and management of fire extinguishers.

Any work found to be unsatisfactory by the City shall be reported to the contractor within three (3) business days after the event. The contractor agrees to finish all work to the satisfaction of the City, at no additional cost, prior to receiving payment for such work.

2.10 CONTRACTOR'S PERSONNEL

Contractor employees shall be trained in emergency operations; and shall comply with fire, bomb threat, and other emergency procedures established by City. Contractor shall provide the appropriate amount of handlers based on the venue, size of show and complexity of the display.

Display presentation must be staffed and executed by properly trained and licensed personnel. Professional Team shall include at a minimum:

A. Supervisor

1. Shall be liaison between Contractor and City staff and readily available for all verbal communications, pre and post event scheduled meetings, and inspections held by the City.
2. Responsible for working with the City on all pre-show and show day logistics, organizing the technician logistics, issuing certificates of insurance, applying for permits, and any the overall contract process.
3. Shall be responsible for the design of fireworks program
4. Shall be responsible for overseeing the packing of the shells and equipment per all NFPA-1123 regulations and DOT regulations.

B. Lead Technician (Shooter)

1. A minimum of one (1) Lead Technician shall be present at event and shall maintain constant radio and cellular communications with City Project Manager or designated staff on day of show and throughout conclusion of event.

2. Shall be responsible to work closely with City officials, Safety Officials, and the Fire Officials for all events.
3. Responsible for firing of all shells for duration of display in accordance with all federal, state, and local rules, regulations, laws and ordinances pertaining to the firing of a firework display.

C. Assistant/Handler

1. Shall assist Lead Technician with set up and clean up/breakdown of firework display.
2. Shall have a minimum experience of five shows and have all proper licenses and certifications.

2.11 CANCELLATION POLICY

A. Cancellation Prior To Delivery Date

City reserves the right to cancel and reschedule the fireworks display (show) due to inclement weather, including but not limited to, severe conditions, hurricanes, excessive winds, or any other uncontrollable circumstances if cancellation occurs **prior to the shells being delivered**. City shall be able to reschedule the fireworks display at a mutually agreeable time at no additional cost to the City. Contractor shall be responsible to hold and store shells until postponed event occurs.

B. Weather Delay

Upon approval by the City Project Manager or designee, the Contractor may cease operations of services during inclement weather conditions. If conditions prevents adherence to the planned event schedule, the City may require a rescheduled show to be conducted no later than the following day. If there is a delay in the start of the show or a pause in the show due to **WEATHER CONDITIONS ONLY**, no cost adjustment shall be considered for that delay or pause.

C. Cancellation After Delivery Date

In the event that the show is cancelled or shells cannot be fired due to inclement weather such as hurricanes, excessive winds, or any other uncontrollable circumstances, City will allow for a fee, if any, not to exceed the deposit, to be incurred for cancellation **after the delivery of shells**. If rescheduling is not an option, Contractor shall be responsible to dispose of fireworks in accordance with all rules, regulations, and ordinances with approval from City Fire Marshal.

2.12 PUBLIC SAFETY

The Contractor shall at all times conduct his/her work so as to ensure the general safety and welfare of the public including boater traffic in the waterway. The contractor shall ensure the protection of persons and property in a manner satisfactory to the City.

If fireworks are to be stored at loading site or local staging area prior to the event, the Contractor is responsible for securing them in a manner sufficient to effectively prevent unauthorized access. Security plan must be submitted to the Police Chief or designee for review and approval prior to the event.

Temporary provisions shall be made by the Contractor to ensure the safe transportation and handling of all pyrotechnic ordinances, devices, and inventory. The Contractor shall also provide a safe shelter, in compliance with applicable code requirements, during the show for all personnel on the barge or launch site to the satisfaction of the Fire Marshal.

2.13 PROTECTION OF PROPERTY

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner and contractor shall provide for timely removal of all debris which results from this contracted service.

The Contractor shall at all times guard against damage or loss to all persons and property, including but not limited to safeguard sidewalks, curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor and shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City of Stuart may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful proposer or their agents.

The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project(s); and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

Contractor shall conduct a complete inspection of the fallout zone of the site at the conclusion of the display to ensure all debris, unexploded aerial shells or live components are removed and/or properly handled. A Contractor representative, along with representatives from the City shall be required to visually inspect the shooting area at the conclusion of each fireworks display to determine that the Contractor has satisfactorily cleaned the area.

Contractor shall be responsible for filling of any holes or other damage it causes as a result of the display.

PART III INSTRUCTIONS FOR PREPARING SUBMISSIONS

3.1 RULES FOR SUBMISSIONS

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP. The interested firm or individual must submit one (1) original and four (4) copies of their proposal with each marked "COPY", and **one (1) electronic copy (PDF format preferred) on a CD or flash drive** of the requested data for evaluation. Please tab all support documents or attachments according to the order established in the following paragraphs.

3.2 PROPOSAL FORMAT

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the City has no previous knowledge of their product or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Contractor's understanding of the scope of work and make a positive commitment to timely perform the work within budgetary requirements. An agent authorized to contractually bind Contractor must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

Tab 1 ~ Qualifications/Knowledge/Experience

Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Detail practical experience, including relevant dates. Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices, location of their project team, corporate structure, ownership interest, and the length of company's existence. Proposers may submit such additional information as to their qualifications, experience and expertise as they may feel necessary to establish their level of proficiency in this area.

Tab 2 ~ Approach / Plan

Describe, in detail, the proposed plan for providing the services identified in this RFP, highlighting proven strategies and expertise. The plan should include expected obligations and duties of the City upon which the proposed plan is contingent. Describe all cancellation, safety and quality control implementation procedures, supervision, contract compliance and compliance/enforcement of industry standards. Comment on firm's project schedules, budgets and adherence to those items. Discuss ways to maintain schedules. Discuss cost control. Describe any project management systems used to track and control project issues. Describe the communication procedures to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with the City Project Manager and City staff.

Tab 3 ~ Cost Proposed & Performance Policy

Insert all pricing and percentages in the forms provided in Item 5.1 and Item 5.2.

Tab 4 ~ Insurance

Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in Item 5.3. Provide proof of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their qualification data. A properly completed Accord Form is preferable. The City of Stuart must be named as an additional insured for all General Liability prior to entering into a contract.

Tab 5 ~ Minimum Qualifications

The firms must submit licensing and other requested documentation as required in Item 2.4, and shall also submit an organizational chart, staff qualifications, and experience of the firm. Resumes of proposed key personnel (name, company address, phone number, e-mail address) that will be assigned to this project shall include job skills, education, training, experience and professional affiliations/membership. The firm shall provide sufficient competent and qualified personnel licensed to effectively carry out its responsibilities under the Contract. The firm shall utilize only competent personnel who are qualified by experience and education.

Tab 6 ~ Submittal Forms & Requested Information

- Item 1.18 Business Tax Receipt requirements for their business location; and proof that their firm is registered with the Division of Corporations for the State of Florida.
- Item 5.4 References
- Item 5.5 Request for Information with IRS W-9 form
- Item 5.6 Checklist
- Item 5.7 Public entity Crimes
- Item 5.8 Safety Certification
- Item 5.9 No Bid, if required
- Item 5.10 Sample Contract/Agreement

Tab 7 ~ Prohibition Non-Collusion/Conflict of Interest Disclosure Statements

Include the following Statement of Non-Collusion: “The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.”

Include a disclosure statement advising the City of any potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.

Include a statement that firm will pose as secondary, if not awarded as primary.

Signature on the transmittal letter shall certify the veracity of these statements.

Include a statement that Proposer acknowledges acceptance of purchasing VISA card. If proposer acknowledges in the affirmative, all payments will be handled in so manner.

Tab 8 ~ Optional Information: Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent, in addition to anything unique to Respondents customized fireworks show (please limit this information to two pages).

Tab 9 ~ Addenda (if applicable): All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

PART IV EVALUATION OF SUBMISSIONS

4.1 EVALUATION METHOD AND CRITERIA

- A. General:** The City’s selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. This criterion shall be utilized in the evaluation of the proposals.

The City's evaluation criteria will include, but not be limited to, consideration of the following:

| <u>EVALUATION CATEGORIES</u> | <u>POINTS POSSIBLE</u> |
|--|------------------------|
| Overall qualifications, knowledge, & experience | 25 pts |
| Approach/Plan | 25 pts |
| Proposed price or methodology for proposed work | 20 pts |
| Reference/Past Projects of similar nature in Florida | 10 pts |
| Performance Level Policy | 10 pts |
| Performance Video & other qualities | 10 pts |

- B. Selection:** Proposals will be evaluated using the above criteria. The City will assign this task to a Selection Committee who shall review and evaluate the submittals. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted and negotiate an agreement with the highest ranked individual/firm; or to interview the most qualified Respondents prior to negotiations. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.
- C. Negotiations:** After the City ranks the respondents; City staff will start negotiations with the top ranked firm. After staff concludes negotiations, staff will present the results of the negotiations to the City Manager with recommendation for award of a contract. If the City Manager determines that staff is unable to negotiate a satisfactory contract with the respondent(s) considered to be the most qualified at a price the City determines to be fair, competitive, and reasonable, negotiations with that respondent(s) shall be formally terminated. Should the City be unable to negotiate a satisfactory contract with the selected respondent(s), the City may select additional respondent(s) in order of their original ranking, competence and qualification; and will continue negotiations until an agreement is reached. However, as stated in Item 1.4 above, the City reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.
- D. Secondary Award:** To ensure there are no gaps in services and that a show will continue, the City reserves the right to award a secondary firm in the event the primary firm cannot meet the guidelines as specified to ensure prompt and efficient performance of work. However, the primary firm will be used in every instance to perform the services herein.
- E. Terms and Conditions**

All prospective Contractors are hereby cautioned not to contact any member of the Stuart City Commission, the City Manager, the City Attorney or any member of the selection committee. All questions and contacts must be made through the Procurement Office. Attempts to lobby or persuade through other channels will result in disqualification.

Any actual or prospective Contractor who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the City Manager, not later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of award recommendation.

The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the City.

- F. Contact Information:** Questions shall be addressed in writing to purchasing@ci.stuart.fl.us. Questions will be accepted until 5:00pm on April 4, 2018.
- G. Method of Payment:** Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The successful proposer can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). Proposers are requested to acknowledge acceptance of purchasing VISA card by including a statement that Proposer acknowledges acceptance of purchasing VISA card. If proposer acknowledges in the affirmative, all payments will be handled in so manner. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI. City shall not pay any service charges or fees for Pcard transactions.

PART V RFP SUBMITTALS

5.1 PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Values must be provided for all categories below and must represent the total cost for each service. No additional charges will be invoiced to or paid by the City of Stuart. All overhead includes all labor, material, equipment, tools, transportation, insurance, all loading, unloading, setting-up, and breaking down for the entire event.

| TYPE | EVENT DESCRIPTION | TOTAL PRICE |
|------|--|-------------|
| 1 | 15 minute show launched from ground, 3 minute opening, 7 minute body, no pause, and a 5 minute finale. | \$ |
| 2 | 30 minute show launched from a barge on the Saint Lucie River, 5 minute opening, 15 minutes body, no dead air space time from start to finish, 10 minute finale. | \$ |
| 3 | 30 minute show launched from ground, 5 minute opening, 30 second pause, 16 minute body, 30 second pause, 8 minute finale | \$ |
| 4 | 45 minute show launched from a barge on the Saint Lucie River, Six minute opening, 17 minute body, 30 second pause, 13 minute body, 30 second pause, 8 minute finale | \$ |

5.2 PERFORMANCE LEVEL POLICY

As indicated in Item 1.21, in the event that the City encounters various difficulties with contract performance, such as delays in the start of show and unapproved pauses and/or delays occurring during the show. Proposer shall outline cost adjustments that would be made to the contracted price of the show to reflect such circumstances. Proposers are to use the suggested format for submitting their deductions for percent credit to be applied to total cost of event. Failure to price out a component or identify how the price structure is addressed may result in the City not being able to fully evaluate and consider the Proposal as nonresponsive. Identifying (0%) credit for any items (1-5) shall result in percent credit defaulting to the minimum of 10 %.

| ITEM | DESCRIPTION | PERCENT CREDIT |
|------|---|----------------|
| 1 | More than 1% of shells remain unfired due to bad electric matches, damp black-match for shell, a loose connection due to the concussions during a show, etc | _____ % |
| 2 | Delayed Start 5-10 minutes late | _____ % |
| 3 | Delayed Start 11-20 minutes late | _____ % |
| 4 | Unapproved pause of 1 minute – or more occurring during show due to equipment malfunction or technician error | _____ % |
| 5 | Fireworks are not released at proper locations | _____ % |

Company Name: _____

The Respondent certifies that as a condition of bidding he will hold good the above proposal prices and percentages for a minimum period of **ninety** (90) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive and no further evaluation of the proposal will occur.

Addendum(s) # _____ through # _____ Respondent's Initials _____

(Signature)

(Printed Name)

Name of Company, Firm

(Printed Title)

Telephone Number

Facsimile Number

Email Address

5.3 INSURANCE REQUIREMENTS

The successful proposer shall not commence any work in connection with this Contract until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful proposer allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Proof of the following insurance will be furnished by the successful proposer by Certificate of Insurance, which names the proposer, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of proposer's most recent annual report or audited financial statement.

All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

1. Commercial General Liability: The Contractor/Lessee/Service Provider shall, during the life of this Contract take out and maintain broad form Commercial General Liability Insurance, including Contractual Liability, to cover the Indemnification & Hold Harmless agreement set forth herein, with limits of not less than:

| | |
|---|-----------------------|
| • Each Occurrence | \$1,000,000 |
| • Personal/Advertising Injury | \$1,000,000 |
| • Products/Completed Operations Aggregate | \$2,000,000 |
| • General Aggregate | \$2,000,000 |
| • Fire Damage | \$100,000 Any 1 Fire |
| • Medical Expense | \$10,000 Any 1 Person |

An Additional Insured endorsement MUST be attached to the Certificate of Insurance and MUST include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products and Completed Operations Coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided. XCU coverage is to be included. Coverage is to include a Cross Liability or Severability of Interests Provision

2. Umbrella Liability: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Contract, Umbrella Liability Insurance with limits of not less than \$5,000,000 per occurrence covering all work performed under this contract.

3. Business Automobile: The Contractor/Lessee/Service Provider shall during the life of this Contract take out and maintain Business Automobile Liability Insurance for any auto (all owned, hired, and non-owned autos) with limits of not less than \$1,000,000 per accident. In the event proposer does not own any automobiles, the City will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.
4. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Contract, Worker's Compensation Insurance with limits equal to Florida Statutory requirements. Employers liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers Compensation Statute, proof of appropriate Federal Act Coverage must be provided.
5. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
6. Certificates of Insurance: The Contractor will furnish Certificate of Insurance Form. These shall be completed by the authorized Resident Agent and returned to the Office of the Risk Manager. This certificate shall be dated and show:
 - (1) The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
 - (2) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - (3) City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.
 - (4) Statement that the Insurer has full knowledge of existing damages and any exposures.
 - (5) Indemnification hold harmless
 - (6) Workers compensation must include a volunteer worker endorsement.

NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Manager.

5.4 REFERENCE FORM

Provide three (3) successful projects of a similar complexity, nature, and size of the requested services within the past five (5) years: One (1) reference must be a commercial or public entity, one (1) reference provided fireworks from a barge, and one (1) reference provided fireworks display from land.

#1 REFERENCE

| | | |
|-------------------------------------|----------------------------|----------|
| Company/Entity Name: | | |
| Address | | |
| City | , State | Zip Code |
| Contact Name: | Title: | |
| Phone No: | Fax: | Email: |
| Date of Service or Contract Period: | Location | |
| Summary of Services Performed | Governmental or Private | |
| Dollar Value of Contract \$ | Detail # of staff assigned | |
| Duration of Show | Description of Shells | |

#2 REFERENCE

| | | |
|-------------------------------------|----------------------------|----------|
| Company/Entity Name: | | |
| Address | | |
| City | , State | Zip Code |
| Contact Name: | Title: | |
| Phone No: | Fax: | Email: |
| Date of Service or Contract Period: | Location | |
| Summary of Services Performed | Governmental or Private | |
| Dollar Value of Contract \$ | Detail # of staff assigned | |
| Duration of Show | Description of Shells | |

#3 REFERENCE

| | | |
|-------------------------------------|----------------------------|----------|
| Company/Entity Name: | | |
| Address | | |
| City | , State | Zip Code |
| Contact Name: | Title: | |
| Phone No: | Fax: | Email: |
| Date of Service or Contract Period: | Location | |
| Summary of Services Performed | Governmental or Private | |
| Dollar Value of Contract \$ | Detail # of staff assigned | |
| Duration of Show | Description of Shells | |

Company Name _____

5.5 REQUEST FOR INFORMATION TO SUBMIT WITH IRS W-9 FORM

Federal Income Tax Law requires a Form 1099 with a valid taxpayer identification number to be filed for payments made in the course of conducting a trade or business. Further, these payments may be subject to Backup Federal Income Tax Withholding for all payees who have not submitted a correct Federal Tax Identification Number at the time of payment.

Please read this form and complete the information thereon before signing and **returning with a copy of your IRS W9 Form.** **If you are a corporation,** we will not issue you a Form 1099 (Reference: 1.6401-3(c)). However, kindly return this form to document your corporate status.

In order to avoid the possibility of future payments being held subject to Backup Withholding at a rate of 31%, please complete the form printed below and return this letter to the above address or E-mail request to: CityAccountsPayable@ci.stuart.fl.us

VENDOR NAME _____

DBA: _____

CORPORATE ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: (____) _____ **FAX:** (____) _____ **ALTERNATE PHONE:** (____) _____

COMPANY CONTACT NAME: _____ **EMAIL ADDRESS:** _____

TYPE OF CERTIFICATION

- | | | |
|----------------------------------|---------------------------------|--|
| 1. <input type="checkbox"/> MBE | 3. <input type="checkbox"/> SBA | 5. <input type="checkbox"/> DVBE |
| 2. <input type="checkbox"/> MWBE | 4. <input type="checkbox"/> SDB | 6. <input type="checkbox"/> Other: _____ |

“THE ABOVE INFORMATION WILL BE USED FOR PURCHASE ORDERS”

REMIT TO ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: (____) _____ **FAX:** (____) _____ **ALTERNATE PHONE:** (____) _____

COMPANY CONTACT NAME: _____ **EMAIL ADDRESS:** _____

TYPE OF ORGANIZATION

- | | | |
|---|---|---|
| 1. <input type="checkbox"/> Corporation | 3. <input type="checkbox"/> Sole Proprietor | 5. <input type="checkbox"/> Government Agency |
| 2. <input type="checkbox"/> Partnership | 4. <input type="checkbox"/> Individual | 6. <input type="checkbox"/> Other: _____ |

1099 REPORTING STATUS (Check One): Yes No

TAXPAYER IDENTIFICATION NUMBER:

Employer Identification Number: ____ - ____

Print name of Taxpayer if using SS#: _____

Under penalties of perjury, I certify that this statement is accurate and complete.

Signature: _____ Title: _____

Date: _____ Phone: (____) _____

5.6 PROPOSAL CHECKLIST FORM

A. All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. This form is to be submitted with proposal package.

- 1. Letter of Transmittal Yes No
- 2. Acknowledgment of addendum & submission with RFP Yes No
- 3. Proposal Form Yes No
- 4. Proof that Firm name is registered with their State of Origin Yes No
- 5. Submit a copy of all Licenses, Certificates, Registrations, Permits etc. Yes No
- 6. Submit any data in reference to Contract Performance Yes No
- 7. Evidence of Insurance Yes No
- 8. Reference Form Yes No
- 9. Additional Forms Yes No
- 10. Performance Video Yes No
- 11. Total of Five (5) sets (one (1) original and four (4) copies, one (1) electronic copy (PDF format preferred) on a CD or flash drive are submitted) Yes No

RFP 2018-201
(to be submitted with RFP response)

COMPANY NAME: _____

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

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

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

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

Personally known _____ OR Produced Identification _____

Notary Public – State of Florida
Type of Identification _____ My Commission Expires: _____

SEAL OR STAMP

5.8 SAFETY STANDARDS CERTIFICATION

The undersigned bidder hereby certifies that he or she has or will thoroughly familiarize him or herself with the contents of the City of Stuart Safety Standards. The Bidder further certifies that he or she either has or will submit a fully executed copy of those same Safety Standards to the City Purchasing Manager for inclusion in the City’s official public record prior to commencing any work on this project.

Signed, Sealed and Witnessed in the Presence of:

DATE: _____

FOR: _____

(Firm Name)

BY: _____

(Signature)

(Witness)

(Title)

(Witness)

(Corporate Attest by Secretary)

(Affix Seal)

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

known to me, or identified as _____

in the City of _____, County of _____, State of _____.

Signed: _____ Notary Public

My Commission Expires: _____.

(Affix Seal)

5.9 STATEMENT OF NO BID

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: The City of Stuart Procurement & Contracting Services Office, 121 S.W. Flagler Avenue, Stuart, Florida 34994

We have declined to bid to Bid on this solicitation for the following reasons:

- Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)
- Insufficient time to respond to Invitation to Bid
- We do not offer this product or equivalent
- Our project schedule would not permit us to perform.
- Unable to meet specifications
- Unable to meet bond requirements
- Specifications unclear {please explain below}.
- Other (please specify below).

REMARKS _____

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED; OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF STUART FOR FUTURE PROJECTS.

Company Name

Address Telephone Number

Typed Name and Title

Signature and Title Date

5.10 SAMPLE STANDARD CONTRACT

CONTRACTOR: _____

PROJECT: RFP #2018-201: FIREWORKS DISPLAY SERVICES

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the ____ day of _____, 2018 by and between _____ hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Fireworks Display Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Fireworks Display Services pursuant to this Contract as hereinafter provided. These services will include all labor, material, equipment, tools, transportation, insurance, all loading, unloading, setting-up, and breaking down for each event for the Fireworks Display Services.

Section 1. Scope of Service

Contractor shall work with City staff for all work as proposed for Fireworks Display Services as rendered. The detailed scope of services to be performed and schedule of fees for those services are described in Exhibit A (Contractor's response to RFP #2018-201 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Term of Contract

This contract effective on May 1, 2018 for an initial term of two (2) years with the option to renew for three (3) additional one year periods provided both the Contractor and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this service shall be subject to fund availability and mutual written agreement between the City and the Contractor. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties not to exceed six (6) months.

Prior to each annual renewal, the City may consider price adjustment(s) only when a written request is received a minimum of ninety (90) days prior to the renewal date for review and approval by the City. Consideration of price increases will be given provided such escalations are justified, reasonable and acceptable to the City. All price increases must be documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Contractor for these Fireworks Display Services in accordance with Contractor's pricing schedule formalized in "Exhibit A-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period. Failure to hold prices firm through each contract term will be grounds for contract termination.

2.2 Invoices

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

2.3 Deposit and Payment

A 25% deposit will be rendered in advance of the event, if Visa Purchasing card (Pcard) payment is accepted. City shall not pay any service charges or fees for Pcard transactions. If Pcard is not accepted, payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

2.4 Contractor Supplied Equipment

Contractor shall provide their own equipment and tools required to perform services. Contractor shall also provide their own cell phone, vehicle, fuel, vehicle maintenance and insurance.

2.5 Use of Documents

All original documents that result from the Contractor's services pursuant to this Agreement shall be the sole property of the City.

Section 3. Guarantee

Any work found to be unsatisfactory by the City shall be reported to the contractor within three (3) business days after the event. The Contractor agrees to finish all work to the satisfaction of the City, at no additional cost, prior to receiving payment for such work. Contractor further guarantees the successful performance of workmanship for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

Contractor shall possess the ability to plan and execute in a timely manner taking into consideration South Florida weather conditions. It shall be Contractor's responsibility to schedule accordingly for the delivery and set up of the fireworks display to ensure all time restraints are adhered to as follows:

- Safety plan submitted to the Fire Marshal no later than thirty days prior to the scheduled event.
- Pre-load of all show inventory and personnel onto City designated barge or launch site by no later than **5:00 p.m.** of event day.
- Test shot to be conducted at the direction of the City Fire Marshal no later than 30 minutes prior to show as scheduled by the City. All test runs must be scheduled with City Project Manager at least 24 hours in advanced. Failure to schedule may result in fines and penalties for which the City shall not be responsible.
- Show to begin upon final clearance by the Fire Marshal or their designee; or at another date and time designated by the City.
- Site cleanup and offload at the direction of the City by the end of the following day of event.

In addition to adherence to the pyrotechnic industry's Best Management Practices (BMPs), the City requires a Fire Safety Plan to be approved by the Fire Marshal. The United States Coast Guard also requires an application for a "Special Marine Event" permit, which must be completed within three (3) months of the date of the event in collaboration with the City event.

If fireworks are to be stored at loading site or local staging area prior to the event, the Contractor is responsible for securing them in a manner sufficient to effectively prevent unauthorized access. Security plan must be submitted to the Police Chief or designee for review and approval prior to the event.

5.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

5.4 Protection of Property

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner and contractor shall provide for timely removal of all debris which results from this contracted service.

The Contractor shall at all times guard against damage or loss to all persons and property, including but not limited to safeguard sidewalks, curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor and shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City of Stuart may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful proposer or their agents.

The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project(s); and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

Contractor shall conduct a complete inspection of the fallout zone of the site at the conclusion of the display to ensure all debris, unexploded aerial shells or live components are removed and/or properly handled. A Contractor representative, along with representatives from the City shall be required to visually inspect the shooting area at the conclusion of each fireworks display to determine that the Contractor has satisfactorily cleaned the area.

Contractor shall be responsible for filling of any holes or other damage it causes as a result of the display.

Section 6. Cancellation Clauses

6.1 Cancellation Prior To Delivery Date

City reserves the right to cancel and reschedule the fireworks display (show) due to inclement weather, including but not limited to, severe conditions, hurricanes, excessive winds, or any other uncontrollable circumstances if cancellation occurs **prior to the shells being delivered**. City shall be able to reschedule the fireworks display at a mutually agreeable time at no additional cost to the City. Contractor shall be responsible to hold and store shells until postponed event occurs.

6.2 Weather Delay

Upon approval by the City Project Manager or designee, the Contractor may cease operations of services during inclement weather conditions. If conditions prevents adherence to the planned event schedule, the City may require a rescheduled show to be conducted no later than the following day. If there is a delay in the start of the show or a pause in the show due to WEATHER CONDITIONS ONLY, no cost adjustment shall be considered for that delay or pause.

6.3 Cancellation After Delivery Date

In the event that the show is cancelled or shells cannot be fired due to inclement weather such as hurricanes, excessive winds, or any other uncontrollable circumstances, City will allow for a fee, if any, not to exceed the deposit, to be incurred for cancellation **after the delivery of shells**. If rescheduling is not an option, Contractor shall be responsible to dispose of fireworks in accordance with all rules, regulations, and ordinances with approval from City Fire Marshal.

Section 7. Termination

7.1 Termination for Convenience

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination.

7.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the Contractor seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

7.3 Default

In the event that the Contractor cannot respond adequately to perform the needs of the City by any reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract. As a result, the City shall have the right to deduct the cost incurred as specified in the performance policy, Item 5.2 of RFP. Areas of non-performance may include, but are not limited to:

- Fireworks display (Event) results in more than 1% of the fireworks being discarded during the show due to damage, defective firing, equipment malfunctioning, or any other causes.
- Start of show significantly delayed by Contractor (5-10 minutes).
- Start of show significantly delayed by Contractor (11-20 minutes).
- An unapproved pause/delay occurring during the show (1 minute or more).
- Fireworks are not released at proper locations.

Failure to price out a component or identify how the price structure is addressed may result in the City not being able to fully evaluate and consider the Proposal as nonresponsive. Identifying (0%) credit for any items shall result in percent credit defaulting to the minimum of 10 %.

7.4 Performance Evaluation

Throughout the contract period the vendor(s) performance will be monitored by City staff. If Contractor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Contractor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

Section 8. City's Obligations

8.1 Scheduling of Services / Notification Requirements

It shall be the responsibility of City to make all efforts to provide a minimum of sixty (60) days' notice for securing services and providing updated event details to Contractor. City shall be responsible to provide the following information to Contractor at time of notice:

- Time and Date of Event
- Location of Firework Display and detailed map of event site
- Any obstructions near firing site area
- City Contact Information

8.2 City Designees

The City staff with the authority to act on the City's behalf with respect to all aspects of the services are:

City Project Manager

City Fire Marshal

8.3 Contractor Designees

The Project Manager and Supervisor for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the services are:

Contractor's Project Manager

Contractor's Assigned Supervisor to City Account

(name, title)
(mailing address)
(email address)
(phone/fax)

Section 9. Persons Bound by Contract

9.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

9.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such independent Contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

9.3 Other Entity Use

The Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

9.4 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 10. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 11. Insurance.

11.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.3 of the Request for Proposal and included in "**Exhibit C**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit C**" attached hereto.

11.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 12. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 13. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 14. General Conditions

14.1 Venue in Martin County

Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

14.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

14.3 Attorney’s Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator’s fee shall be paid in equal shares by each party to the mediation.

14.5 Contract Amendment

The City of Stuart reserves the right to order, in writing, changes in the work within the scope of the contract. The contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor. This agreement may be modified upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Stuart.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or any of this Contract, it shall not constitute a waiver of the same.

The City may require additional fireworks displays not specifically identified in the contract. The Contractor agrees to provide such services, and shall provide the City prices on such additional services based upon a formula or method which is the same or similar to that used in establishing the cost in this proposal. The additional displays may vary in minutes and grand finale. If the price(s) offered are not acceptable to the City, and cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors or to cancel the contract. Furthermore, the City reserves the right to alter or revise the design and layout of displays during the contract period when deemed necessary as specified below:

- Allotted Budget
- Type and Quantity of Shells
- Increase/Decrease of Duration of Show
- Additional Special Effects

Such modifications to the display will be mutually agreed upon and shall be reflected in the executed amendment.

14.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of “apparent authority,” or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 15. Public Records

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or cwhite@ci.stuart.fl.us , City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency’s contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency’s request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

If a civil action is filed against a contractor to compel production of public records relating to a public agency’s contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

- The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
- At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 16. Exhibits

The following Exhibits are attached to and made a part of this Contract:

“Exhibit A” - "Proposal as Submitted by Respondent and Accepted by City"

“Exhibit B” - “Original Request for Proposal as Issued by City, including all Addenda”

“Exhibit C” - "Insurance and Indemnification."

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

CHERYL WHITE
CITY CLERK

DAVE ROSS
CITY MANAGER

**APPROVED AS TO FORM
AND CORRECTNESS:**

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

CONTRACTOR

(Signature)

(Signature)

(Signature)

Printed Name

Title



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement and Contracting Services Division

Lenora Darden
Procurement Manager
purchasing@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-0134
www.cityofstuart.us

Date: April 10, 2018
To: Prospective Proposers
Subject: **Addendum #1 to RFP# 2018-201, Fireworks Display Services**

ADDENDUM #1

The purpose of this addendum is to change the submittal due date from April 11, 2018 to April 18, 2018 at the same time of 2:30pm.

All other terms and conditions of this RFP remain unchanged.

This Addendum shall be considered an integral part of the RFP and Contract Documents and must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on April 18, 2018.** Failure to comply may result in disqualification of your submittal.

Lenora Darden
Procurement Manager
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to RFP #2018-201 Fireworks Display Services

Signature

Firm

Date

Email Address

EXHIBIT C

“INSURANCE & INDEMNIFICATION”



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2018

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 Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114 | CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 | | FAX (A/C, No): 216-658-7101 |
| | E-MAIL ADDRESS: | | |
| INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Everest Indemnity Insurance Co. | | 10851 |
| | INSURER B : Everest National Insurance Company | | 10120 |
| | INSURER C : Maxum Indemnity Company | | 26743 |
| | INSURER D : Axis Surplus Insurance Company | | 26620 |
| | INSURER E : Continental Indemnity Company | | 28258 |
| INSURER F : | | | |

COVERAGES

CERTIFICATE NUMBER: 548159744

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | S18ML00060-181 | 1/15/2018 | 1/15/2019 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | S18CA00033-181 | 1/15/2018 | 1/15/2019 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | EXC6028118-03 | 1/15/2018 | 1/15/2019 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 73-620617-01-08 | 3/15/2018 | 3/15/2019 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| D | Excess Liability | | | EAU791767 | 1/15/2018 | 1/15/2019 | Each Occurrence \$4,000,000 Aggregate \$4,000,000 Total Excess Limits \$9,000,000 |

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
 RE: RFP #2018-201, Fireworks Display Services
 FIREWORKS DISPLAY DATE: July 4, 2018

ADD'L INSURED: The City of Stuart, Florida, its employees, volunteers, officers, elected officials, partners, subsidiaries, divisions & affiliates, event sponsors & landowners as their interest may appear in relation to this event; Martin County, Florida (county of event); State of Florida (state of event)

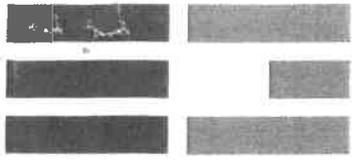
CERTIFICATE HOLDER**CANCELLATION**

City of Stuart
 121 SW Flagler Avenue
 Stuart FL 34994

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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BRITTON GALLAGHER

5/8/18

City of Stuart
121 SW Flagler Avenue
Stuart FL 34994

RE: Insured: J&M Displays, Inc.
General Liability, Automobile, Excess, Workers Comp
Policy # SI8ML00060-181, SI8CA00033-181, EXC6028118-03, EAU791767, 73-
620617-01-08
Effective: 1/15/18 – 1/15/19

To Whom It May Concern:

Should any of the policies referenced above be cancelled by the insurer before the expiration date of the policy term for reasons other than nonpayment of premium, we will endeavor to mail 30 days' notice of cancellation to the certificate holder named above. But failure to do so shall impose no obligation or liability of any kind upon Britton-Gallagher

Sincerely,



Randi L Duritsky
Customer Service Rep.
Britton-Gallagher & Associates, Inc.