



Miami Beach Department of Tourism and Culture  
1755 Meridian Ave., 5<sup>th</sup> Floor  
Miami Beach, Florida 33139

## INVITATION TO QUOTE ITQ 2024-0380-005 DRONE LIGHT SHOW SERVICES

1. **Purpose.** The purpose of this ITQ is to request drone light show services beginning on July 4, 2025 in accordance with the specifications contained in this document. Specific scope proposals and costs are not being requested at this time. Consulting services at fixed rates will be negotiated after the Commission has approved the award recommendation and specific scope requirements will be negotiated at the time of need. As the need for services arises, firms will be contacted to provide the necessary professional services according to the negotiated scope of work and cost.
2. **Minimum Eligibility Requirement.** The minimum eligibility requirement established for this ITQ, is listed below. Bidder shall submit the required submittal(s) documenting compliance with the minimum requirement. Bidders that fail to comply with the minimum requirement shall be deemed non-responsive and shall not have its bid considered.
  1. Bidder (defined as the Firm or its principal) shall provide three (3) client references for which the Bidder has provided services similar in nature to the scope of this ITQ to a corporate entity, public and/or private in the last 3 years.  
**Required Submittals:** For each qualifying project, submit client name, client contact information (phone and email), scope of engagement, and start and completion dates.

### 3. Statement of Work Required.

The City is looking to incorporate drone light shows as an additional creative element for the enjoyment of residents and visitors on special events and holidays.

The bidder will be expected to provide the following services upon selection:

Drones and auxiliary equipment needed to produce the show, qualified personnel to operate the drones, supervision of all equipment at all times.

### 4. Special Conditions

- 4.1 Acceptance of this ITQ constitutes acknowledgment and agreement by the vendor that, in connection with providing the above-referenced services/products on behalf of the City of Miami Beach, Florida, it agrees to indemnify and hold harmless the City and its officers, employees, agents, and contractors, from and against any actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of vendor, its officers, employees, agents, contractors, or any other person or entity acting under vendor's control or supervision, in connection with, related to, or as a result of vendor's performance under this ITQ. To that extent, the vendor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses and shall pay all costs and attorneys' fees expended by the City in defense of such claims and losses, including appeals.
- 4.2 City to provide site security, blocking off necessary access points during drone performance.

- 4.3 Drone operator to take over any single drone during the operation should there be an emergency, as well as take over all drones and stop the show should the necessity arise. Drone operator to maintain a safety perimeter on the ground. Drone operator required to notice the FAA and obtain any airspace approvals necessary to conduct the display.
- 4.4 Video of the test flight will be sent to the client when possible to ensure all aspects of the show are perfect for the live performance.
- 4.5 Video of the test flight will be sent to the City, when possible, to ensure all aspects of the show are perfect for the live performance.

**5. Terms and Conditions.** The following documents identify terms and conditions that together with the ITQ, inclusive of all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation and the contract, and are complementary to one another and together establish the complete terms, conditions and obligations of the Bidder and, subsequently, the awarded Bidder.

**INFORMAL SOLICITATION TERMS & CONDITIONS – GOODS & SERVICES.** By virtue of submitting a bid in response to this ITQ, Bidder agrees to be bound by and in compliance with the Solicitation Terms and Conditions (Informal Solicitation date 10.27.2022), incorporated herein, located at: <https://www.miamibeachfl.gov/city-all/procurement/standard-terms-andconditions/>

## 6. Submittal Instructions and Format:

**6.1 Electronic Responses (Only).** Responses must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. A hard copy response or a response received through email or facsimile is not acceptable and will be rejected.

A consultant may submit a modified response to replace all or any portion of a previously submitted response until the submittal deadline. The City will only consider the latest version of the response.

Electronic submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 7.4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the consultant's responsibility to assure that its response, including all attachments, is uploaded successfully.

Only responses received, and time stamped by Periscope S2G (formerly BidSync) prior to the submittal deadline shall be accepted as timely submitted. Late responses cannot be submitted and will not be accepted. Consultants are cautioned to allow sufficient time for the submittal of responses and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or [S2G@periscopeholdings.com](mailto:S2G@periscopeholdings.com). The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

**It is the sole responsibility of each consultant to ensure its proposal is successfully submitted in Periscope S2G prior to the submittal deadline.**

**6.2 Non-Responsiveness.** Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive responses will not be considered.

1. Bid Submittal Questionnaire (submitted **electronically**).
2. Failure to comply with Minimum Eligibility Requirement (See Section 3, Minimum Eligibility Requirement).

**6.3 Omitted or Additional Information.** With exception of the Bid Submittal Questionnaire (completed and submitted electronically), the City reserves the right to seek any omitted information/documentation or any additional information from the consultant or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the consultant to perform. Failure to submit any omitted or additional information in accordance with the City's request shall result in the response being deemed non-responsive.

**6.4 Electronic Response Format.** In order to maintain comparability and facilitate the review process, it is strongly recommended that proposals be organized and tabbed in accordance with the sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic proposal shall be submitted through the "Line Items" attachment tab in Periscope S2G.

**A. Cover Letter.** A cover letter to indicate name and contact information for the submitting firm or individual, to include: address, primary telephone number and email address.

**A1. Minimum Eligibility Requirements.** Submit verifiable information documenting compliance with the minimum eligibility requirement established in Section 3, Minimum Eligibility Requirement.

**B. Experience and Qualifications.** Submit detailed information regarding the consultant's history and relevant experience, and proven record of providing the scope of services as identified in this ITQ by submitting the following:

**B1. Qualifications of the Proposing Firm.** Submit detailed information regarding the relevant experience and proven track record of the firm and/or its principal in providing the scope of services similar as identified in this ITQ, including experience in providing similar scope of services to public sector agencies. For each project that the Consultant submits as evidence of similar experience for the firm and/or any principal, the following is required: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement. For each project, identify whether the experience is for the firm or for a principal (include name of principal).

**B2. Qualifications of Personnel.** Provide an organizational chart of all personnel to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications.

- 7. Submittal Deadline.** The deadline for the Invitation to Quote is Friday, September 30, 2024 at 5:00 p.m.is., **ET**. Submittals received after the due date and time will not be considered (Please refer to Section 7.1 above).

**7.1 Question/Answer Deadline.** Any question regarding this ITQ shall be submitted to the Procurement Contact identified below on or before September 13, 2024 **at 5:00 p.m. ET**.

- 8. Procurement Contact.** Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

**Contact:**  
Fernando Pestana

**Telephone:**  
305-673-7757

**Email:**  
fernandopestana@miamibeachfl.gov

**All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.**

- 9. Evaluation of Responses.** The City shall evaluate all proposals based upon the bidder's qualifications and the extent to which the bidder services meet the City's needs and concerns, are of high quality and adhere to best practice standards, and economically feasible. Following its receipt and review of the responses submitted to this Invitation to Quote, the City reserves the right to contact such firm (or firms) as the City, in its sole discretion and determination,

may wish to interview, in further determining the most qualified firm (or firms) to perform the required services solicited pursuant to this process.

**10. Result of ITQ** The City is not required to act upon any information obtained through this ITQ. However, the City reserves the right to negotiate an agreement or issue a Purchase Order pursuant to this ITQ to the respondent deemed to be in the best interest of the City.

**11. Insurance Requirements.** See Attachment A.

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## ATTACHMENT A

# MIAMI BEACH

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## Insurance Requirements

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2024-0380-005  
DRONE SHOW LIGHT SERVICES

TOURISM AND CULTURE DEPARTMENT  
1755 Meridian Avenue, 5<sup>th</sup> Floor  
Miami Beach, Florida 33139

### INSURANCE REQUIREMENTS

The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Professional Liability (Errors & Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000.

**Additional Insured** - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the contractor's insurance.

**Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

**Waiver of Subrogation** – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

**Acceptability of Insurers** – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

**Verification of Coverage** – Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

**CERTIFICATE HOLDER MUST READ:**

CITY OF MIAMI BEACH  
c/o EXIGIS Insurance Compliance Services  
P.O. Box 4668 – ECM #35050  
New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

[Certificates-miamibeach@riskworks.com](mailto:Certificates-miamibeach@riskworks.com)

**Special Risks or Circumstances** - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.