

**CITY OF STOW
RFP 2019
FIREWORKS**

Sealed RFPs, in quadruplicate, plainly marked "**Sealed RFP-2019 FIREWORKS**" will be received until 12:00 p.m. prevailing time, **May 8, 2019** at the City of Stow, 3760 Darrow Road, Stow, OH 44224.

Request for Proposal Documents will be available on the City of Stow Website after April 10, 2019. Visit www.stowohio.org.

CITY OF STOW

REQUEST FOR PROPOSAL

FIREWORKS DISPLAY SERVICES

Submit Proposals to:
City of Stow
Parks & Recreation Department
3760 Darrow Road
Stow, OH 44224
Attn: Linda Nahrstedt
By May 8, 2019 @ 12:00 p.m.
By USPS or in person

INSTRUCTIONS TO PROPOSERS:

The City of Stow seeks proposals from qualified firms to provide Fireworks Display Services as further set forth in this Request for Proposals (RFP).

The City will accept sealed proposals up to May 8, 2019 at 12:00 p.m. Proposals received after that time will not be accepted and will be returned unopened. All proposals become property of the City of Stow upon submission and are subject to State of Ohio Public Records law.

All prospective proposers shall be responsible for routinely checking the City of Stow website for Addenda and other bid related information: (www.stowohio.org). The City will not be responsible for the failure of a prospective proposer to obtain addenda and other information related to this RFP.

All proposers are directed to submit an **original and three (3) copies** of their proposal. The original shall be unbound and marked "original." All proposals shall be delivered to the Parks and Recreation Office and marked as: "Fireworks Display Services 2019." The Proposer's name must appear on each page of the proposal. Proposers are directed to submit their proposal in the following format:

Section 1 – Qualifications and Experience of Firm and Personnel

Section 2 – Proposed Display

Section 3 – Price Page and Payment Terms

Section 4 – Offer and Acceptance Page

Award of Contract

The contract will be awarded to the Proposer or Proposers whose offer is deemed most advantageous to the City of Stow. Unless otherwise indicated in the Request for Proposals, the City of Stow reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of the City of Stow. The City of Stow reserves the right to award the contract to more than one Proposer. The City of Stow reserves the right to reject any or all proposals, to waive any informality in any proposal, and to negotiate with Proposers to reach Best and Final Offers.

INTRODUCTION

The City of Stow (herein "The City") is seeking proposals from qualified firms who have experience in providing fireworks and pyrotechnicians for fireworks displays. The City has a budget capacity of \$10,000.00 for the 2019 event. The date for the fireworks display will be Sunday, September 1, 2019 at 9 p.m. with a rain date of Monday, September 2, 2019 at 9 p.m.

SCOPE OF WORK

Proposers shall provide a fireworks display in accordance with the provisions stated below. Proposers shall provide a complete description of the type of shells to be used within the defined parameters of the show. Firework shells may be premium, fancy, or American special. Fireworks will be fired electronically. It shall be the sole responsibility of the proposer to propose a display that is site appropriate and is in compliance with all regulatory requirements.

1. Length of Program: Please provide details on the length of show. Minimum show length should be 18 minutes.

2. Music: Proposer will choreograph show to music that is appropriate for all ages in a public venue.

3. Sound: The City will provide the equipment necessary for playing music and a professional sound system for the audience.

4. Fireworks Display: The display will be fired from the designated area as determined by the City. The display shall include both a distinct opening and a distinct closing portion.

Shells used in the display shall be approved as to size by the City of Stow Fire Department and **shall not be above 5 inches in size** and include low-level fireworks. Shells do not need to be preloaded. Offeror may propose fireworks that vary from the size specified. However, it is the sole responsibility of the offeror to propose a display that is site appropriate and is in compliance with all regulatory requirements.

5. Display and Discharge Criteria: The fireworks display shall be conducted in accordance with the latest edition of the National Fire Protection Association (NFPA) and State of Ohio Fire Marshalls Office Fire Safety Regulations. All unfired fireworks shall be covered or protected during firing. Any shell not properly fired shall be disposed of in accordance with applicable regulations.

All fireworks material shall be clearly marked, indicating the type of shell and shall be delivered to the site on the day of firing. A representative of the City of Stow Fire Department shall conduct inspection and inventory of the fireworks shells at least eight (8) hours prior to the display being readied for firing. The firing time for the display shall be 9:00 P.M. dependent upon darkness and weather conditions. Arrangements will be made for access to the firing site prior to September 1st, as requested by the Contractor.

The 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. In addition, the City will close down the designated area for the event. Fire extinguishers of appropriate classification and approved as operational shall be accessible and in plain view from the time the fireworks arrive on site until all fireworks are completely removed from the site. Display worksheets must be completed and submitted with the proposal.

6. Inclement Weather: The decision to cancel or postpone the fireworks display due to inclement weather shall be made by the City of Stow. If the display is canceled for the scheduled day, the event must be rescheduled for the following day, otherwise the City of Stow will pay the Contractor its 'Actual Expenses' related to preparation for the unsuccessful displays on the Original Date. 'Actual Expenses' shall include expenses for travel, lodging, labor, meals, rentals, permits, setup and dismantling of the display, and any other expenses related to the unsuccessful attempts to present the display on the Original Date. If such cancellation and reschedule occurs, Contractor must provide provisions for safely storing fireworks.

7. Condition of Site: The Contractor shall be responsible for removing all firing materials, large debris, packing materials, etc., and for filling all holes utilized for firing of the displays. All holes left unattended as a result of postponement of the display shall be marked with safety ribbon or cones. The City of Stow will be responsible for picking up small debris (e.g. confetti). Removal of all materials shall be completed within three hours after the firing of the display. The contractor shall walk the fallout zone of the fireworks site the following morning beginning at 6 a.m. and shall be responsible for the removal of any unexploded shells and to assist in the cleanup of debris.

8. Ground Protection: The Contractor shall provide protection to minimize damage to the area caused by the firing shells.

9. Storage: The Contractor shall assume all responsibility and liability in connection with the storage of fireworks and/or firing materials.

10. Permits and Licensing: The Contractor shall obtain all required permits and licenses from the City of Stow and State of Ohio necessary to conduct a fireworks display in the City of Stow. Contractor shall be responsible for any associated fees.

11. Crowd Control: The City of Stow shall provide personnel at the fireworks site for crowd control and site security.

12. Contractor Responsibility: The Contractor is the Prime Contractor for purposes of this contract and shall be responsible for completely supervising and directing the setup and discharge of the fireworks displays. The Contractor agrees that it is as fully responsible for the acts and omissions of its employees.

13. Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required by the laws of the place where fireworks displays are performed where applicable.

14. Substitute Shells: The Contractor may not substitute shells for the shells listed on the display worksheet without prior written approval of the City of Stow.

15. Labeling of Shells: Each shell shall be specifically labeled and inventoried for easy review and identification by the City's representative.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Qualifications & Experience of Firm and Personnel
- B. Proposed Display
- C. Price Proposal

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Qualifications & Experience of Firm and Personnel

1. Provide a brief history of your firm, including addresses for all locations and years in business.
2. Identify the key individuals that would be committed to this program, including the head pyrotechnician and assistant pyrotechnician. Head and assistant pyrotechnician must possess an appropriate number of years of experience and fired displays, which clearly demonstrates competency in this field. Identify number of displays fired, of the size and nature of the displays proposed in the Scope of Work herein, within the previous 12 months, by the head pyrotechnician (or for any head pyrotechnician who could be assigned to this contract).
3. Identify three (3) references for which similar work has been performed, including the name of the contract, contact name and telephone number, and type of operation.
4. Identify and describe any accidents or violations the firm or individual employees have been involved in while performing firework services.
5. Provide the firm's safety policy/plan.

B. Proposed Display

1. Fireworks Materials – quantity, quality, diversity, and size of materials.
2. Fireworks Display Narrative / Worksheets (Provide Video Tapes if available) - Provide a narrative description of the proposed fireworks display which includes the order in which shells are to be fired.

C. Price Proposal

1. The City has a budget capacity of \$10,000.00 for the 2019 event.

SPECIAL TERMS AND CONDITIONS

1.0 INSURANCE AND BOND

The Contractor shall maintain insurance with carriers acceptable to the City with the following required coverages and limits:

- a. The Contractor agrees to defend, indemnify, protect, save and keep harmless the City of Stow for any and all loss, cost, damage or exposure arising from the negligent acts or omissions of the Contractor in undertaking this project.
- b. The Contractor will maintain in full force at all times workers' compensation and employer's liability insurance for all labor employed on the project. Workers' Compensation coverage must meet the statutory obligation of the State and employer's liability at a limit of \$500,000/\$500,000/\$500,000 and supply evidence of the same to the City of Stow.
- c. The Contractor will maintain in full force at all times during this engagement general liability insurance in the minimum amount of \$1,000,000 per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence. The Contractor will provide evidence of its general liability policy to the City of Stow and name the City of Stow as an Additional Insured.
- d. The Contractor will maintain in full force at all times during this engagement auto liability insurance covering all owned vehicles, hired vehicles, or non-owned vehicles in the minimum amount of \$1,000,000 per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence.
- e. The Contractor will maintain in full force at all times during this engagement professional liability insurance coverage of \$10,000,000 per occurrence, and will provide evidence of the same to the City of Stow.

The successful proposer will provide said insurance to the City of Stow.