

**CITY OF TOLLESON
REQUEST FOR PROPOSALS (RFP)
FOR
FIREWORKS FOR SPECIAL EVENTS**

The City of Tolleson is issuing this Request for Proposals seeking proposals from qualified vendors to provide fireworks and pyro technicians and producing a twenty-five minute Fireworks Display for its annual 4th of July celebration and possibly other special events, for the year commencing January 1, 2015, and ending December 31, 2015. The vendor that is selected will be responsible for supplying fireworks and ancillary equipment and services to produce the Display, as well as providing the necessary personnel for the security, set-up, maintenance, safety measures, production, clean up of debris (other than confetti) or unused materials, and tear down of ancillary equipment used in connection with the Display.

This RFP will be listed on the City's website www.tollesonaz.org beginning Thursday, November 13, 2014, and may be obtained from the Parks & Recreation Department at Tolleson City Hall, 9555 W. Van Buren Street, Tolleson, AZ, 85353. Any questions related to this RFP should be directed to Parks & Recreation Programmer Ruth Espinoza at respinoza@tollesonaz.org or (623) 936-2754.

Proposals are due at Tolleson City Hall by 4:00 P.M. on Wednesday, December 10, 2014. The City of Tolleson reserves the right to reject any and all submittals.

Notice Given By: Crystal Zamora
Deputy City Clerk
Thursday, November 13, 2014

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**REQUEST FOR PROPOSALS
FOR
FIREWORKS FOR SPECIAL EVENTS**

**City of Tolleson
9555 West Van Buren Street
Tolleson, Arizona 85353**

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	PR-FW-2015
Solicitation Title:	Fireworks for Special Events
Release Date:	November 13, 2014
Advertisement Dates:	November 13, 2014 and November 20, 2014 – The Arizona Business Gazette
Pre-Submittal Conference:	NOT APPLICABLE TO THIS SOLICITATION
Final Date for Inquiries:	TBD
Proposal Due Date and Time:	December 10, 2014 4:00 p.m. (local time, Phoenix, Arizona)
Shortlist Announced for Oral Interviews:	TBD
Oral Interviews (if necessary):	TBD
Target City Council Award Date:	TBD
Anticipated Agreement Start Date:	TBD
City Representatives:	Ruth Espinoza (respinoza@tollesonaz.org) Chris Hagen (chagen@tollesonaz.org)

* In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.

** The City of Tolleson reserves the right to amend the solicitation schedule as necessary.

**PART 1
INTRODUCTION**

The City of Tolleson (the “City”) is seeking sealed proposals from qualified vendors (“Proposals”) to provide fireworks and pyro technicians and producing a twenty-five (25) minute Fireworks Display (“Display”) for its annual 4th of July celebration and possibly other special events, for the year commencing January 1, 2015, and ending December 31, 2015. The vendor that is selected (the “Vendor”) shall be responsible for supplying fireworks and ancillary equipment and services to produce the Display, as well as providing the necessary personnel for the set-up, maintenance, safety measures, production, clean up of debris (other than confetti) or unused materials, and tear down of ancillary equipment used in connection with the Display.

Proposals shall be submitted in a sealed envelope with the Request for Proposals (“RFP”) title, solicitation number, and the Proposer’s name and address clearly indicated on the front of the envelope. All Proposals shall be completed in ink or typewritten, and signed by a person with the authority to bind the Proposer to the terms in the Proposal.

In comparing Proposals, consideration will not be confined to price only. The City is seeking qualified vendors who offer a high level of professionalism, excellent and reliable customer service, and service and equipment that meets safety and code guidelines. The successful Proposer will be one whose product is judged to best serve the interests of the City when price, product, safety, quality, performance, and delivery are considered. The City reserves the right to reject any or all Proposals or any part thereof, and to waive any minor technicalities. A contract will be awarded to the responsive and responsible Proposer whose Proposal meets the requirements and criteria set forth in this RFP.

PART II
GENERAL TERMS AND CONDITIONS

1. TERMINOLOGY.

Throughout this RFP, the term “Proposer” shall have the same meaning as “Offeror” as that term is used in Chapter 3, Article 3-5: Procurement of the City Code of Ordinances.

Unless otherwise indicated, the term “Vendor” means the Proposer whose Proposal is accepted and awarded (by line item or in total) by the City.

As indicated in the Introduction to this RFP, the fireworks display to be supplied is referred to as the “Display.”

The term “Contract” means that contract between the City and the Vendor, which is awarded by resolution of the City Council. The Contract shall incorporate all terms of the RFP and the Proposer’s response to the RFP (“Offer” or “Proposal”).

All other definitions and provisions of Chapter 3, Article 3-5: Procurement of the City Code of Ordinances applies to this RFP.

2. PREPARATION OF PROPOSAL.

- A. All Proposals shall include pricing set out in the pricing form provided in this proposal package.
- B. It is the responsibility of all Proposers to examine the entire Request for Proposals package, seek clarification of any item or requirement that may not be clear, and submit the entire, completed proposal package on or before the time listed on the front of this proposal package.

3. EVALUATION OF PROPOSALS.

Price is not the most important factor in the evaluation of Proposals. In evaluating Proposals, price will be considered along with the following factors:

- 1. Experience of the Proposer in providing requested products and services for special events similar to the events described in this Request for Proposals.
- 2. Quality, assortment, and quantity of products offered.
- 3. Quality of customer service to be provided to the City.
- 4. Safety measures to be taken by the Proposer to ensure the safety of the Display.
- 5. Safety record of the Proposer and Proposer’s safety policy and plan.
- 6. Responsiveness offered by the Vendor.
- 7. Ability of the Proposer to meet timelines and deadlines and properly staff the necessary personnel.

Proposers should include information in the submission that is relevant to these factors that will enable the City in its evaluation of Proposals.

4. DISCUSSION WITH RESPONSIBLE VENDORS/OFFERORS AND REVISIONS TO PROPOSALS.

At the sole option of the City, discussions may be conducted with responsible Proposers that are determined to be responsible Proposers whose Proposals the City determines to be reasonably susceptible of being selected for award. Such discussions, if they are held, shall be for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals and the revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing Proposers.

- A. If discussions are conducted, the Procurement Officer or his designee shall issue a written request for best and final offers. The request shall set forth the date, time, and place for the submission of best and final offers.
- B. The request for best and final offers shall inform Proposers that, if they do not submit a notice of withdrawal or a best and final offer, their immediate previous offer will be construed as their best and final offer.

5. INQUIRIES.

Any questions related to this proposal package shall be directed to the City contact whose name appears on the front of this proposal package.

6. LATE PROPOSALS.

Late Proposals will not be accepted.

7. AWARD OF CONTRACT.

- A. If the City, in its sole discretion, decides to accept and award a contract in connection with this RFP, the award shall be made by resolution of the City Council to the responsible Offeror whose Proposal is determined, in writing, to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the RFP. The City, in its sole discretion, may award to multiple Offerors.
- B. The Procurement Administrator may reject all Proposals if rejection is in the public interest.
- C. The contract file shall contain the basis on which the award is made.
- D. After contract award, the Proposals shall be open for public inspection. If the Offeror designates a portion of its Proposal as confidential information, the Offeror shall isolate and identify, in writing, the confidential portions.

E. Unless the Proposal/Offer states otherwise, or unless provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

8. CONTRACT.

Upon award of this solicitation, the terms of the Vendor's Proposal that are accepted shall form the terms of a contract between the Vendor and the City (the "Contract"), which shall then be set forth in a separate Contract that shall be awarded by resolution of the City Council.

9. INSURANCE.

Within ten (10) business days after the award, the Vendor shall supply evidence that, throughout the term of the Contract, the Vendor has insurance coverage of the types and in the amounts set forth in this section and that the City, its agents, representatives, officers, officials, and employees as additional insureds. Such evidence shall be in the form of a Certificate of Insurance naming the City, its agents, representatives, officers, officials, and employees as additional insureds. The required coverage is as follows:

1. "Occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$5,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause.
2. Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Vendor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Vendor's work or services under the Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof.
3. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of work or services under the Contract and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee, and \$1,000,000 disease policy limit.

Failure of the Vendor to provide the Certificate(s) of Insurance with evidence of the coverage required shall result in immediate termination of the award and the Contract. Vendor shall maintain such insurance coverage throughout the term of the Contract.

10. INDEMNITY.

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such

person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Vendor, its officers, employees, agents, or any tier of subcontractor in connection with Vendor’s work or services in the performance of the Contract for the Display or this Request for Proposals or by faulty equipment or materials utilized by Vendor. The amount and type of insurance coverage requirements set forth above will in no way be construed as limiting the scope of the indemnity in this Section.

11. PAYMENT.

Unless otherwise agreed to by the City in writing in its sole discretion, payment shall be made no later than thirty (30) days after the City receives an invoice. Vendor may separately invoice the City for each event at which it supplies the Display pursuant to the Contract.

12. MULTIPLE AWARDS.

The City reserves the right to award contracts to multiple Vendors. The fact that the City may make multiple awards should be taken into consideration by each Proposer.

13. TERM OF CONTRACT.

The term of the Contract shall commence January 1, 2015, and shall end on December 31, 2015, unless terminated or cancelled earlier. The Contract may be extended for three (3) supplemental one-year periods without material changes to the terms, conditions, and pricing. Extensions shall be in writing and properly executed.

14. TERMINATION.

The City may terminate the Contract for its convenience and for any reason (with or without cause) by giving Vendor thirty (30) days prior written notice without further liability to Vendor for expenses, overhead, costs or anticipated profits. Vendor shall be paid for all undisputed Services performed or Equipment supplied up to the termination date.

The Contract may be cancelled pursuant to A.R.S. §38-511.

PART III
SPECIAL TERMS AND CONDITIONS

1. PURPOSE AND SCOPE OF WORK.

- A. Fireworks Display-Vendor shall provide fireworks and pyro technicians and produce a twenty-five (25) minute Fireworks Display (“Display”) for its annual 4th of July celebration and possibly other special events, for the year commencing January 1, 2015, and ending December 31, 2015. Such services shall include fireworks and necessary ancillary equipment and services to produce the Display, as well as providing the necessary personnel for the set-up, maintenance, safety measures, production, clean up of debris (other than confetti) or unused materials, and tear down of ancillary equipment used in connection with the Display . Currently, the 2015 events requiring fireworks displays are as follows:

4th of July Celebration – July 4, 2015

At the City’s discretion, other events and/or locations may be added on an as-needed basis at the pricing in the Vendor’s Proposal. Dates are subject to change.

- B. Sound: If music is made part of the Display, the City will provide the music
- C. Fireworks Display: The Display will be fired from the designated area as determined by the City and shall be fired either electronically or manually as long as both processes meet all regulatory requirements. In addition, the City may, in its discretion, allow the inclusion of laser technology in the Display program. 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 Fire Department. 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.
- D. Display and Discharge Criteria: The Display shall be conducted in accordance with the latest edition of the National Fire Protection Association (NFPA) Standard 1123, Code for Fireworks Display and related requirements for firing a display. All unfired fireworks shall be covered or protected during firing. Any shell not properly fired shall be disposed of by Vendor in accordance with applicable regulations.
- E. 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 shall conduct inspection and inventory of the fireworks shells at least six (6) hours prior to the Display being readied for firing. The firing time for the Display shall be as designated by the City. Arrangements will be made for access to the firing site prior to July 4th or the date of any other special event, as requested by the Vendor.
- F. The Vendor 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.
- G. Inclement Weather: The decision to cancel, reschedule, or postpone the Display due to inclement weather shall be made by the City in its sole discretion.
- H. Condition of Site: The Vendor 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 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 Vendor shall walk the fallout zone of the fireworks site the following morning beginning at 6:00 A.M. and shall be responsible for the removal of any unexploded shells and the cleanup of debris.
- I. Ground Protection: The Vendor shall provide protection to minimize damage to the area caused by the firing of shells.
- J. Storage: The Vendor shall assume all responsibility and liability in connection with the storage of fireworks and/or firing materials.
- K. Permits and Licensing: The Vendor shall obtain all required permits and licenses from the City necessary to conduct a fireworks display in the City. Vendor shall be responsible for any associated fees.
- L. Crowd Control: The City shall provide personnel at the fireworks site for crowd control and site security.
- M. Vendor Responsibility: The Vendor is the primary vendor (“Prime Vendor”) for purposes of this Contract and shall be responsible for completely supervising and directing the setup and discharge of the fireworks displays. Subvendors who perform work under the Contract shall be responsible to the Prime Vendor. The Prime Vendor agrees that it is as fully responsible for the acts and omissions of its Subvendors and of persons employed by Subvendors as it is for the acts and omissions of its own employees.
- N. Taxes: The Vendor shall pay all sales, consumer, use and other similar taxes required by the laws of the place where fireworks displays are performed. Taxes to be paid by the Vendor shall include, but shall not be limited to, the City Business and Occupational License Tax, if applicable.
- O. Substitute Shells: The Vendor may not substitute shells for the shells listed in the Proposal without prior written approval of the City.

- P. Labeling of Shells: Each shell shall be specifically labeled and inventoried for easy review and identification by the City representative(s).
- Q. Compliance with City Code: The Vendor shall comply with all applicable provisions of the Tolleson City Code.
- R. The cost of the products to be supplied shall be set forth in the Pricing Sheet.

2. OFFER ACCEPTANCE PERIOD.

In order to allow for an adequate evaluation, the City requires that an Offer remain valid and irrevocable for 120 days after the opening time and date.

3. SUBMISSION OF PROPOSALS.

Proposals shall be sealed and shall be clearly marked with the name of the proposing firm and “Fireworks for Special Events (PR-FW-2015)” on the lower left hand corner of the mailing envelope.

4. CONTRACTOR REVIEW OF DOCUMENTS.

Proposer shall review its Proposal submission to assure the following requirements and all documentation is included in the Proposal. **Failure to meet these requirements shall render the Proposal non responsive.**

1. A statement of the qualifications of Proposer, with a focus on the evaluation factors set forth in Part II of this RFP. This statement should be attached to the Proposal. These qualifications should include, but are not necessarily limited to, the following:
 - a. The qualifications and experience of key individuals who would be in charge of providing services for the Display, including any pyro technicians;
 - b. References for whom similar work has been performed;
 - c. Any subcontractors that may be utilized;
 - d. Any accidents or violations the firm or individual employees have been involved in while performing fireworks display services for the past five (5) years;
 - e. The Proposers safety policy/plan.
2. The Proposed Display.
 - a. Fireworks Materials.
 - b. Narrative Description of the Display.
3. Any applicable licenses or certification that are required in order for the Proposer to meet the requirements of this RFP if awarded a contract, including business and professional licenses
4. Pricing Sheet (See Part IV).
5. Proposer’s Exceptions and Deviations (see Part V).
6. The Offer Form in this package completely filled out and signed by the representative of the Proposer who has authority to bind the Proposer.

PART V
PROPOSER'S EXCEPTIONS AND DEVIATIONS

Proposer shall fully describe every variance, exception and/or deviation.

OFFER

To the City of Tolleson:

The undersigned (the "Offer") hereby offers and agrees to furnish materials and personnel in compliance with all terms, conditions, and specifications in the RFP and Proposal except for any written exceptions attached and understand that, if accepted/awarded, the terms of this Offer will be a binding contract between Offeror and the City.

Arizona Transaction (Sales) Privilege Tax License Number _____	For Clarification of this Offer contact:
Federal Employer Identification Number _____	Name: _____
Vendor Name _____	Telephone: _____
Address _____	Email: _____
City State Zip	_____
	Authorized Signature for Offeror

	Print name

	Title
