

AGREEMENT FOR FREEDOM FEST FIREWORKS DISPLAY

This Agreement for the Freedom Fest Fireworks Display (this "Agreement") is made and entered into by and between the **City of Sanger Texas**, a home-rule Texas Municipal Corporation ("the City") and **Illumination Fireworks LLC** ("Contractor"), located at 1605 Crescent Circle, Suite 200, Carrollton, Texas 75006 (collectively, "the Parties").

WITNESSETH

WHEREAS, the City seeks to celebrate the Declaration of Independence and the birth of the United States of America by having a fireworks display; and

WHEREAS, the City has received a proposal for services from Contractor to provide a fireworks display for Freedom Fest;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City, agree as follows:

1. Scope of Services. Contractor shall undertake and complete the following services as more specifically described in RFP-2023-01 ("the RFP" i.e. the Freedom Fest Fireworks Display) issued by the City attached hereto and incorporated herein by reference as Exhibit A and Contractor's response ("the Proposal" i.e. the Freedom Fest City of Sanger 2023 Fireworks Proposal) attached hereto and incorporated herein by reference as Exhibit B. (Exhibit A & B collectively referred to as "the Services").

2. Commencement and Completion of Services. Contractor shall begin Services immediately upon receipt of a notice to proceed from the City.

3. Fees and Costs: The City is responsible for all fees and costs associated with the acquisition of state and local permits, police, fire and other appropriate protection necessary for proper crowd control, safety, and security during the event.

4. Music and Marketing: In the event music is played during the event, the City pursuant to ASCAP, BMI, and SESAC policy, is responsible for obtaining all music performance licenses, and all associated fees and costs thereto. Except when explicitly forbidden by City, Contractor reserves the right to use the production for promotional use, including but limited to the capturing of video and photographs at any time or place during the event.

5. Term. This Agreement shall be for the term of one year ("the Initial Term") beginning on the Effective Date entered below. Either Party may extend the Initial Term for an additional period of two (2) years by notifying the other Party in writing of its request to extend the term, such notice being sent at least sixty (60) days prior to the end of the Initial Term. The Party receiving the request for extension may reject the extension by notifying the requesting

Party in writing of its rejection of the requested extension, such notice being sent at least thirty (30) days prior to the end of the Initial Term.

6. Force Majeure: Contractor shall make every effort to fulfill its obligations under this contract. Contractor shall not be liable in the event of strike, lockout, act of God, accident, or other circumstances beyond its control.

7. Compensation. In consideration for the Services performed by Contractor, the City agrees to pay Contractor in the amounts and manner indicated on the document attached hereto herein as Exhibit "B."

8. Postponement: Contractor will strive to execute the display as planned. At the discretion of Contractor, the display may be postponed due to inclement weather or circumstances deemed to cause unnecessary risk to person or property. In the event of postponement, the City may reschedule the display to a mutually agreed upon alternate date within two (2) months of the original date. If the display is not rescheduled it shall be subject to cancellation. The City shall be responsible for the reasonably incurred, direct costs of executing the display on the alternate date. Direct costs may include transportation, labor, and permit fees, and shall not exceed 20% of contract amount plus applicable government fees. Subsequent postponements, if necessary, shall be subject to the same conditions.

9. Cancellation: Either Party may terminate this Agreement by providing thirty (30) days written notice to the other Party. If the City cancels the display less than thirty (30) days prior to the display date, the City shall pay Contractor 75% of the total contract amount plus incurred governmental fees. If the City cancels less than 14 days prior to display date the City is responsible for 100% of total contract. If the City elects not to reschedule a postponed display within two (2) months of the originally scheduled date, the City shall pay Contractor 100% of the total contract amount plus incurred governmental fees.

10. Workflow: Contractor shall provide qualified pyrotechnicians who will deliver, set-up, execute, and dismantle the fireworks display in adherence with NFPA 1123 as adopted by the State of Texas. The City shall allow sufficient time for Contractor to access and safely set up the display. Upon request by Contractor, City shall provide a means of transporting product and/or equipment to the shoot site if the terrain is not suitable for passage by truck. The City shall be responsible for working with the property owner to ensure that all sprinkler irrigation systems are disarmed to prevent damage to the display product and equipment. Following the display, Contractor shall remove all equipment including firing systems, mortar racks, and launching tubes. Fireworks may normally produce a reasonable amount of fallout debris, removal of fallout debris shall be the responsibility of the City.

11. Safety and Security: The City agrees to make best efforts to cooperate with

requests of Contractor regarding the safety and security of the display. In the event such a reasonable request is not resolved, Contractor reserves the right to withdraw all equipment, fireworks, employees, personnel, and other property without refund. For safety, the City acknowledges that no pyrotechnics or fireworks, except for those used in the display, including sparklers, shall be distributed ignited, or possessed at the event. The City shall be responsible for preventing unauthorized access to the shoot site during the set-up, firing, and dismantling of the display. Contractor reserves the right to stop the display if unauthorized persons enter the secured fallout area. Following the display, Contractor will conduct a search to locate and dispose of any unexploded fireworks. Should the City become aware of any hazards resulting from the display, including unexploded fireworks, Contractor shall be immediately notified.

12. Modifications: Contractor reserves the right to substitute pyrotechnic products, both in size and type, for those of an equal or higher value based upon product availability, display safety requirements, and overall show design.

13. **WARRANTY AND DEGREE OF CARE.** CONTRACTOR WARRANTS THE MATERIALS USED SHALL BE FREE OF DEFECT OR FAILURE FOR A PERIOD OF AT LEAST ONE YEAR FROM THE DATE OF COMPLETION OF THE SERVICES AND THAT ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER. IN THE EVENT ANY DEFECT IS DISCOVERED OR DEVELOPS IN MATERIALS PROVIDED BY CONTRACTOR OR WORK PERFORMED BY CONTRACTOR WITHIN ONE YEAR AFTER COMPLETION OF THE SERVICES, CONTRACTOR WILL REPAIR OR REPLACE ANY SUCH MATERIALS OR WORK SO THAT IT IS NOT DEFECTIVE AND MEETS THE REQUIREMENTS OF THIS AGREEMENT.

14. **INDEMNIFICATION.** CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR

WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

15. Non-Discrimination. Contractor hereby agrees to refrain from any activity in the performance of this agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.

16. Insurance. Contractor shall procure, at its own expense, insurance as described in the RFP and additional coverage sufficient to cover the Services being provided under this Agreement as determined by the City. Contractor shall provide the City with written notice of any coverage limit change on the insurance. Contractor shall provide the City with proof of insurance required hereunder. The City shall be named as an additional insured on the policy.

17. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.

18. No Third-Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

19. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction Denton, Texas.

20. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable

clause or provision was never contained herein.

21. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the City, to:

City of Sanger
Attention: John Noblitt, City Manager
P.O. Box 1729
Sanger, TX 76266
With courtesy copy email to: jnoblitt@sangertexas.org

In case of Contractor, to:

Contractor Fireworks LLC
Liz Yankanich
1065 Crescent Circle, Suite 200
Carrollton, Texas 75006

With courtesy copy email to: liz@Contractorfireworks.com

22. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof. In the event of a dispute under this agreement, the applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) this Agreement; (2) the Request for Proposal; (3) the Response to the Request for Proposal from the Contractor.

23. Amendment. No amendment to this Agreement shall be effective unless in writing signed by both parties.

24. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws applicable to the services to be performed under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed

in duplicate originals and effective as of the 28 day of NOVEMBER, 2022

CONTRACTOR

By: [Signature]

Name: Jennifer Burns

Title: President

THE CITY OF SANGER

By: _____

Name: _____

Title: _____

Approved as to Form

Hugh Coleman
City Attorney
City of Sanger

Attest:

By: City Secretary

EXHIBIT LIST:

EXHIBIT "A" – RFP-2023-01 Freedom Fest
Fireworks Display

EXHIBIT "B" – Freedom Fest City of Sanger
2023 Fireworks Proposal



ILLUMINATION

FIREWORKS - PYRO - SPECIAL FX

Exhibit A

City of Sanger

Saturday July 1st 2023

Freedom Fest

City of Sanger 2023 Fireworks Proposal

PROPOSAL CREATED

October 21, 2022

PROPOSAL VALID UNTIL

November 10, 2022



INDUSTRY-LEADING SAFETY RECORD

Our number one priority is the safety of everyone in attendance at your event. We will never consider firing an effect that may be unsafe in any way. We diligently follow all Federal, State, and Local laws and regulations. All of our technicians are experienced and receive training regularly, year-round.



PROPRIETARY TECHNICIAN TRAINING

Training is the backbone of creating a safe show environment for our crew, clients, and spectators. By using an in-depth training program that combines online learning, classroom teaching, follow-through testing and internal certifications, we know our staff is qualified and always in tune with best practices for safe show production.

\$5M

BEST-IN-CLASS INSURANCE COVERAGE

In addition to having one of the best safety records in our industry, we also provide the best insurance coverage. Our \$5,000,000 policy covers our operations with the ability to add the client and venue as additional insured for added benefit and protection.



FIREWORKS QUALITY



ILLUMINATION
FIREWORKS - PYRO - SPECIAL FX



QUALITY FIREWORKS

MEANS QUALITY DISPLAYS

Illumination Fireworks is proud to support a diverse mix of suppliers from various countries. Our show designers hand select fireworks specifically with the **brightest colors, unique effects, and consistent performance**. We take quality control as a serious matter, with ongoing testing and collaboration with our supplier partners around the globe.

We searched the
globe far and
wide for the best
fireworks
manufacturers,
giving the perfect
amount of variety
in our displays.

USA
CHINA
SPAIN
ENGLAND

CUSTOM EFFECTS MADE JUST FOR US AND FOR YOU

We work with suppliers to push the creative limits to ensure something new time and time again. Whether it's **new color combinations, rare firing patterns, or better overall variety**, we strive to create a memorable show by using the best effects available worldwide.



ONE-OF-A-KIND DISPLAYS CREATED WITH CUTTING EDGE 3D DESIGN

Armed with the latest 3D visual fireworks choreography software our design team creates displays that are not only unique, but complete works of art. With the ability to preview designs from any angle we craft spectacular displays for your entire audience. By incorporating realistic simulations for smoke, wind, water, and even 3D models such as buildings or stadiums we bring even the most complex design concepts to life.



PERFECT SYNCHRONIZATION AND CUSTOM SOUNDTRACKS

The right soundtrack can take your display to the next level. We specialize in crafting custom music soundtracks for any occasion. By incorporating your song selections and drawing on our vast experience we will create a soundtrack to perfectly pair with your fireworks display. On site we utilize the latest digital equipment to ensure perfect synchronization between the music and fireworks.



1/100TH OF A SECOND ACCURACY USING COMPUTER FIRING TECHNOLOGY

Fireworks and special effects can be performed utilizing a variety of firing methods. We invest in the latest digital firing equipment that can handle even the most complicated productions. Our computer firing systems are capable of synching fireworks and other effects to music with 1/100th of a second accuracy. By combining this precision with our wireless firing technology we're able to fire anything, anywhere, anytime.

OUR TEAM



TEAMWORK MAKES THE SHOW WORK

Your show is our show. That's why Illumination Fireworks employs over 15 full time employees with dedicated roles to ensure the overall success of your display. Equipped with the best training, support, and resources, you can feel confident that you have multiple points of contact that can make certain your show goes off without a hitch.

DREW SCHOFFLER

SENIOR ACCOUNT MANAGER

Andrew.S@IlluminationFireworks.com

Office: 469-208-8557

With more than 5 years experience in the fireworks and special effects production world, Drew will be your primary contact and assist you with the day-to-day details of the display and event planning process.

LIZ YANKANICH

SALES AND MARKETING COORDINATOR

liz@illuminationfireworks.com

Office: 469-208-8542

Liz manages Illumination's social media presence provides supplementary support on larger productions. She has comprehensive knowledge of the fireworks industry and will be your additional contact.

BLAKE STOLTZ

DIRECTOR OF PYROTECHNICS

Blake@IlluminationFireworks.com

Office: 469-925-1003

Blake oversees all aspects of Illumination's pyrotechnic inventory and show design processes. He brings over 20 years of professional firework experience in product development, display design, and production.

TYLER WHEAT

OPERATIONS MANAGER

Tyler@IlluminationFireworks.com

Office: 314-971-7280

Tyler ensures the operational success of our events. Working hand in hand with Blake and overseeing his team of pyrotechnics professionals, he is a master at logistics planning and operational efficiency.

JENNIFER BURNS

PRESIDENT

Jennifer@IlluminationFireworks.com

Office: 214-731-7311

Jennifer over sees the day-to-day operations of the company. Jennifer brings over 20 years of experience in the event industry in planning and event production, Jennifer uses the latest in technology and trends to create exciting visual and sensory experiences that define her clients' vision/message.

AN ATTENTION-GRABBING OPENING SEGMENT

The opening sequence will be fast-paced and upbeat, creating excitement and making a clear statement that the show has begun! Utilizing volleys and special firing sequences, we create a unique start and set the pace for the display.

THE CUSTOM-CHOREOGRAPHED DISPLAY BODY

The body of the display will feature a roller coaster of hand-crafted, color-coordinated scenes. The sky will be layered both in width and height to create a thrilling fireworks tapestry for the audience. A full spectrum of colors will be employed along with a diverse selection of effects including comets, mines, peonies, chrysanthemums, brocade waterfall, strobe, and specialty pattern effects such as half & half shells and rings.

SPECIAL FEATURES

PANORAMIC DISPLAY

Instead of a traditional, single location show, fireworks will also be fired from multiple auxiliary locations, creating a "panoramic" view for the audience.

MULTI-LEVEL PRESENTATION

This display will feature multiple layers of fireworks with various heights and sizes. This utilizes the entire sky as our "canvas" and creates an engaging show.

CUSTOM MUSIC CHOREOGRAPHY

If music is desired, our design team will create a custom music soundtrack specifically for your audience. Common selections include a mix of patriotic classics and current hits to engage audience members of all ages.

AN OVER-THE-TOP GRAND FINALE

The Grand Finale is the most dynamic portion of any fireworks show. In this sequence we fire multiple effects simultaneously to really ramp up the excitement. By filling the sky with as many colors, effects, and noise as possible, we ensure that your audience will go home happy and have witnessed a memorable experience that they will talk about for years to come!



100% TURNKEY OPERATION

Our staff works tirelessly to ensure the display preparation and production process is seamless. Our goal is to make your job as easy as possible. The following items will be included with your display:

EXCEPTIONAL FIREWORKS

Custom, high quality and hand-picked fireworks selection

CONTINUOUSLY FIRED

Continuously fired display without pauses or 'dead air'

ALL LABOR

Licensed, experienced, lead and assistant technicians

5x INSURANCE COVERAGE

\$5,000,000 general liability coverage, DOT auto and TX workers compensation

ALL EQUIPMENT

All necessary equipment including state-of-the-art digital firing equipment

ALL TRANSPORTATION

Commercially licensed driver, complete compliance with DOT regulations

PERMITS & LICENSES

All necessary federal, state, local licenses and permits (*permit fees may apply*).

OPTION PRICING

\$36,550

— TOTAL BUDGET

WRITTEN ESTIMATE



ILLUMINATION
FIREWORKS - PYRO - SPECIAL FX

ESTIMATE

E-11006

07.01.23 City of Sanger [1.3G]

1605 Crescent Circle, Suite 200
Carrollton, TX 75006

Account Manager
Elizabeth Yankanich

Ship Date
7/1/2023 12:00 AM

Shipping Address
33.341568 -97.178133
Sanger, Tx 76266

Description	Price	Qty	Sub Total
20-22 Minute 1.3G Fireworks Display (shells up to 8")	\$36,500.00	1	\$36,500.00
Local Fire Department Permit/Standby Fees (Estimated)*	\$0.00	1	\$0.00
State Permit	\$50.00	1	\$50.00
Display Estimate Includes:			
\$5,000,000 (Five Million) General Liability & Auto Insurance			
Workers Compensation Insurance			
Federal ATF Explosives License, State & Local Permit Acquisition			
Computer Scripting/Choreography			
All Necessary Transportation			
All Necessary Equipment			
All Necessary Labor Including Experienced, Licensed Pyrotechnicians & Assistants			
100% Electronic Computer Firing			
Equipment Tear-down & Cleanup			
Total			\$36,550.00

Estimate Notes

*Local Fire Department/Cities tend to waive permitting and standby fees for city displays.

Show specifications are estimates only and may be substituted based at equal value based on final choreography.

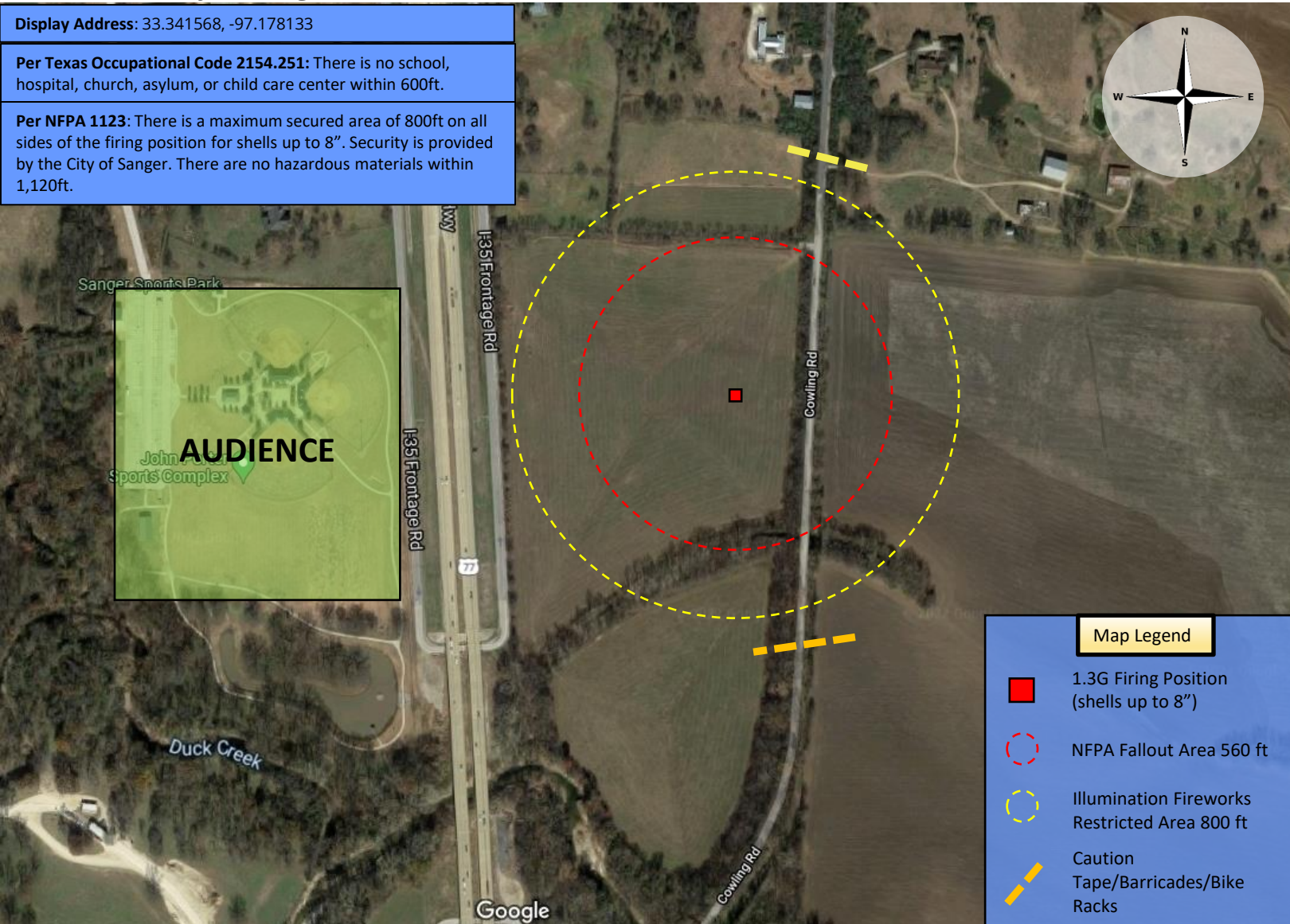
DISPLAY SITE PLAN

07.01.2023 City of Sanger Freedom Fest- Site Plan





Display Address: 33.341568, -97.178133

Per Texas Occupational Code 2154.251: There is no school, hospital, church, asylum, or child care center within 600ft.

Per NFPA 1123: There is a maximum secured area of 800ft on all sides of the firing position for shells up to 8". Security is provided by the City of Sanger. There are no hazardous materials within 1,120ft.



Map Legend

-  1.3G Firing Position (shells up to 8")
-  NFPA Fallout Area 560 ft
-  Illumination Fireworks Restricted Area 800 ft
-  Caution Tape/Barricades/Bike Racks



CITY OF SOUTHLAKE

CHALLENGE

Southlake Town Square is comprised of high-end retail shops and residential living. The City of Southlake needed a display that could be visible from all areas around, but the only display location is a parking garage.

WHAT WE DID

Illumination Fireworks created a display featuring shells 1.75" to 3" in size. This limited the fallout area, meaning the display would meet safety and security distance requirements in the Town Square and provide a highly visible, impactful, and entertaining display.



ILLUMINATION FIREWORKS NEVER CEASES TO AMAZE US AND OUR ATTENDEES. WE ALWAYS GET AMAZING FEEDBACK, PLUS THE PROFESSIONAL STAFF ARE GREAT TO COORDINATE WITH.

ASHLEY NEWHART
SPECIAL EVENTS COORDINATOR
CITY OF SOUTHLAKE

3" SHELLS

MAXIMUM
SHELL SIZE

22 MIN.

SHOW
DURATION



FOUR SEASONS RESORT

CHALLENGE

The Four Seasons Resort and Club at Las Colinas is a premier destination for golf and family activities in North Texas. Members expect a fireworks display that matches the atmosphere of the resort itself.

WHAT WE DID

Illumination Fireworks created a multi-level display featuring shells 1" to 2.5". The show is choreographed to music and multiple positions of low-level effects makes the show unique. The show is high intensity and features unique sequences of effects, ending with a very large finale.



OUR CUSTOMERS HAVE BEEN COMPLETELY BLOWN AWAY BY ILLUMINATION FIREWORKS' PERFORMANCE AND PRODUCT QUALITY. IT'S WHY WE KEEP RECOMMENDING THEM... ILLUMINATION FIREWORKS DOES IT THE VERY BEST!

VAIL TOLBERT
DIRECTOR OF PUBLIC RELATIONS
FOUR SEASONS RESORT AND CLUB

2.5" SHELLS

MAXIMUM
SHELL SIZE

15 MIN.

SHOW
DURATION



PANAMA

CHALLENGE

Illumination Fireworks was hired to provide choreography and show consulting services for this display in Panama City, Panama, celebrating the 500th anniversary of the discovery of the Pacific Ocean.

WHAT WE DID

We designed a multi-level aerial show with matching effects from each barge. The barges were loaded in the Panama Canal and then steered to their final spot. Wireless firing systems were used to synchronize both barges to music and fire from land, giving the operator complete control of the start of the display.



6" SHELLS

MAXIMUM
SHELL SIZE

15 MIN.

SHOW
DURATION

16

CREW
REQUIRED



REQUEST FOR PROPOSAL - Exhibit B

FREEDOM FEST FIREWORKS DISPLAY

RFP # RFP-2023-01

City of Sanger, Texas
502 Elm Street
Sanger TX 76266

**CITY OF SANGER, TEXAS REQUEST FOR PROPOSAL
FIREWORKS SHOW FOR FREEDOM FEST
SPECIFICATIONS AND GENERAL PROPOSAL REQUIREMENTS FOR THE
ANNUAL FREEDOM FEST FIREWORKS SHOW FOR THE CITY OF SANGER**

NOTICE TO RESPONDERS: The City of Sanger is accepting proposals to provide all related services, parts, permits, equipment, and labor required to do the annual fireworks show for Freedom Fest as stated in this REQUEST FOR PROPOSAL and posted on our website: www.sangertexas.org. The 2023 Freedom Fest Celebration will be held on Saturday, July 1, 2023, starting at approximately 9:30 PM.

Proposals marked **FIREWORKS: FREEDOM FEST** are to be submitted to:

Donna Green
City of Sanger, Director of Marketing
502 Elm Street
Sanger, TX 76266
(469) 559-5876

REQUEST FOR PROPOSAL DEADLINE: 11:00 AM, MONDAY, NOVEMBER 7TH 2022

All proposals received will be reviewed by City Staff. Opening date: Monday, November 7 at 2:00 P.M. The Staff's recommendation will be presented to the Sanger City Council for final approval.

Proposals should be clearly marked, "FIREWORKS: FREEDOM FEST". Any proposal received later than the specified time, whether delivered in person, by postal mail or emailed, shall be disqualified. Respondents are encouraged to hand deliver their proposals well ahead of opening time or follow up to confirm their proposals were received before the deadline.

The City of Sanger reserves the right to withdraw this REQUEST FOR PROPOSAL or to accept or reject any proposal submitted for any reason

The City may amend any aspect of this REQUEST FOR PROPOSAL by issuing a formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Bidders that have requested a bid packet or expressed interest in the project to the City. Failure of any potential Bidders to receive any Addendum shall not impose any obligation or liability on the City.

1) SCOPE OF WORK

- a. The 2023 Freedom Fest celebration will be held at the John Porter Sports Complex in Sanger, Texas on July 1, 2023.
- b. The term Fireworks within this Request for Proposal shall be defined as "Display Fireworks 1.3G, UN0335, as described by and for Display Fireworks by the ATF and NFPA." Only Display Fireworks shall be proposed for use in this REQUEST FOR PROPOSAL.
- c. This REQUEST FOR PROPOSAL is for one (1) year with two (2) one (1) year options to provide Display Fireworks for the Freedom Fest Celebration for years 2024 and 2025.
- d. The City of Sanger Freedom Fest Celebration Fireworks show launches from an area directly across the highway from John Porter Sports Complex. Access to the launch site is not paved. Winning proposals shall work with the City of Sanger Fire Department for access.
- e. The City of Sanger Freedom Fest Celebration Fireworks show launches from an area directly across the highway from John Porter Sports Complex. Access to the launch site is not paved. Winning proposals shall work with the City of Sanger Fire Department for access.
- f. The Bidder shall have all applicable permits and licenses from the State of Texas and ATF, including but not limited to, Class B Fireworks Singular and Site Inspection Certification. The cost of permits and licenses shall be included in the submitted proposal. Contractor shall also coordinate with the local Fire Marshall for permits, inspections, and other required documents. Contractor shall provide licensed technicians to program and produce the show
- g. Bidder's proposal shall provide a plan for designing, choreographing a soundtrack, and executing a fireworks display.
- h. The fireworks display should be a minimum of 20 minutes with a maximum of 22 minutes; and
- i. The show will start promptly at 9:30 PM and include (4) segments; and
 - a. Contain approximately 9-11 minutes of continual assorted shells with assorted colors and shapes with minimal gaps, a variety of effects synchronized to music; and
 - b. Provide a mini finale of approximately 45 seconds to 1 minute with a flurry of shells, and a variety of effects synchronized to music; and
 - c. Another approximate 9 - 11 minutes of continual assorted shells with assorted colors and shapes with minimal gaps, a variety of effects synchronized to music and;
 - d. A spectacular grand finale of 30 – 40 seconds of continual assorted shells, and a variety of effects synchronized to music.
 - e. All shells shall be aerial shells. The City of Sanger will not accept multi-shot cake barrages or low-level or ground effect proposals.
 - f. Shell size minimum is 3" and maximum shell size is 8". Proposals with shell sizes outside of this scope will not be considered.
 - g. Bidder's proposal shall provide a proposal for a detailed map of the locations of all firework launch zones and fall-out zones.
 - h. The Bidder's proposal shall state that it will or will not provide cell phone contact information to ensure communication before, during, and after the event.

2) EVALUATION CRITERIA:

Proposal responses will be graded on the following criteria:

- a) 80% - Total cost to provide services based on the Scope
- b) 20% - References

3) REQUEST FOR PROPOSAL RESPONSE FORMAT:

- a) Proposals must be received at the City of Sanger City Hall at or before 11:00 a.m. CST on November 7, 2022. Open date: Monday, November 7th at 2:00 PM. Each Proposal must be properly identified with the subject title and date and time due. Bidder submissions must include: one (1) original and three (3) copies of the proposal submitted BOTH in written, hard-copy format, and one (1) copy in electronic format on a USB drive (submissions need to be set up as one file on the USB, not multiple individual folders/files), and delivered in a sealed envelope
By FedEx, UPS, courier service, or hand delivery to:

City of Sanger
Donna Green
502 Elm Street
Sanger, TX 76266

- b) Bidder shall submit a list of at least three (3) references for which Bidder has provided like products or services.

4) TERMS

- a) Any contract awarded pursuant to this REQUEST FOR PROPOSAL may not be assigned.
- b) The City is tax-exempt under Tax Code, Subtitle E. SALES, EXCISE, AND USE TAXES, CHAPTER 151, section 151.309.
- c) The contract documents shall include the REQUEST FOR PROPOSAL, the Bidder's Response, and any ensuing agreement. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the contract signed by the parties; then (2) the REQUEST FOR PROPOSAL; and then (3) the Response/Proposal. The contract shall control over any conflicting terms in this REQUEST FOR PROPOSAL or the Proposal.
- d) The City shall notify the Bidder of any contested invoice(s) in writing, and the City and Bidder shall mutually resolve such disputed invoice(s) within sixty (60) days of the Bidder's receipt of said notice of dispute.
- e) An inclement weather date will be held on a date mutually agreed upon by both parties. In the event that the City/County is under a burn ban at the scheduled event time, it is possible that the event will be rescheduled for a different time that is convenient for both parties.
- f) The term of this agreement shall be for one year, beginning on the date of the Notice to Proceed. This agreement may be extended for up to two (2) additional one (1) year periods, by the City giving Notice to Bidder sixty days after the respective yearly event.
- g) Termination for Cause:

The occurrence of any one or more of the following events will justify termination of the contract by the City of Sanger for cause:

- i) The Bidder fails to perform in accordance with the provisions of these specifications; or
 - ii) The Bidder disregards laws or regulations of any public body having jurisdiction; or
 - iii) The Bidder violates any of the provisions of these specifications; or
 - iv) If one or more of the events identified herein (1 through 3) occurs, the City of Sanger may terminate the contract by giving the successful Bidder seven (7) days written notice. In such case, the successful Bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - v) When the contract has been so terminated by the City of Sanger, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- h) Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.
- i) All information submitted to the City may be subject to the Texas Public Information Act. Trade secrets and confidential information contained in a proposal may be subject to public inspection. Bidders who include information in a Proposal that they claim is legally protected as a trade secret or confidential information must clearly indicate the specific protected information by highlighting that information and marking it "Trade Secret" or "Confidential" in the appropriate place. The City will not be responsible for any public disclosure of the trade secret or confidential information if it is not marked as provided above. An awarded Proposal in its entirety is not confidential. If a request is made under the Texas Public Information Act to inspect information designated as a trade secret or confidential in a Proposal, Bidder shall, upon notification by the City, immediately furnish sufficient written reasoning as to why the information should be protected from disclosure in a timely manner to the Texas Attorney General for final determination at the address below:

Open Records Division
P.O. Box 12548
Austin, TX 78711
Fax 512-463-2092

- j) The obligations of the parties under a contract awarded through this REQUEST FOR PROPOSAL are to be performed in Denton County, Texas. Exclusive venue shall be Denton County, Texas, and any contract awarded under this REQUEST FOR PROPOSAL shall be governed by the laws of the State of Texas.
- k) At the time the contract is awarded, the selected Bidder must be registered with the Texas Secretary of State and be licensed to transact business in the State of Texas.
- l) The City may, at its option, offset any amounts due and payable under a contract awarded under this REQUEST FOR PROPOSAL against any debt (including taxes) lawfully due to the City from the successful Bidder, regardless of whether the amount due arises pursuant to the terms of the contract or otherwise, and regardless of whether or not the debt due to the City has been reduced to judgment by a court. The awarded contract is subject to the appropriation of funds by the City Council in the City's budget adopted for any fiscal year for the specific purpose of making

payments pursuant to the awarded contract for that fiscal year. The obligation of the City pursuant to the awarded contract in any fiscal year for which the awarded contract is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to the awarded contract, the awarded contract shall be terminated.

5) SPECIAL CONDITIONS

- a. The successful Bidder shall procure and maintain in force during the terms of any contract awarded pursuant to this REQUEST FOR PROPOSAL, at its own cost, the following minimum insurance coverage:
 - i. Workers' Compensation and Employers' Liability:
 - i) State of Texas: \$1,000,000 Each Accident
 - ii) Employer's Liability: \$100,000 Each Accident
 - iii) \$500,000 Disease – Policy Limit
 - iv) \$100,000 Disease – Each Employee
 - v) Waiver of Subrogation
 - ii. Commercial General Liability
 - i) Bodily Injury & Property Damage
 - ii) General Aggregate Limit: \$1,000,000
 - iii) Personal & Advertising Injury Limit: \$500,000
 - iv) Each Occurrence Limit \$1,000,000
 - v) The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.
 - iii. Commercial Automobile Liability Limits:
 - i) Bodily Injury & Property Damage
 - ii) Combined Single Limit: \$1,000,000
 - iii) Medical Payments: \$5,000 Per Person
 - iv) Uninsured/Underinsured Motorist \$100,000
 - v) Prior to the execution of any awarded contract by the City, the successful Bidder shall forward Certificates of Insurance to the Director of Marketing. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Sanger at 502 Elm Street, Sanger, Texas 76266.
- b. If State minimums are greater than these minimums, the State requirements shall supersede the City's requirements. All policies shall list the City of Sanger as additional insured
- c. Form 1295 Certificate of Interested Parties: Section 2252.908 of the Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1

million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed, and signed, please return the form with your proposal submission.

- d. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ). The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing-related to any potential agreement with the City. For questions about these forms, please see the Texas Ethics Commission at: <https://www.ethics.state.tx.us>.
 - i. Exclusions: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.
 - ii. When: person or business must file:
 - i) The questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
 - ii) An updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.
- e. An updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.
- f. Enforcement: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that a person files a FORM CIQ not later than seven business days after the person received notice of a violation.

PROPOSAL

By signing and submitting this Proposal, Bidder agrees:

1. To hold this Proposal open for one hundred twenty (120) days after the Due Date for review of the Proposal.
2. To furnish goods and services in strict compliance with the terms, conditions, specifications, and performance requirements of this Proposal.
3. That payment(s) will only be made from an original invoice, not from any statement, and invoices for payment shall be submitted via e-mail or United State Postal Service, express delivery, courier, or personal delivery to:

City of Sanger
Attn: Donna Green, Director of Marketing
502 Elm Street
Sanger, Texas 76266

REQUEST FOR PROPOSAL SUBMITTAL PAGE

This page shall be included in the submitted sealed proposal.

Total Cost of show as described in Scope of REQUEST FOR PROPOSAL for 2023:
(Cost of permits, licenses, and insurance shall be included in these amounts) _____

Payment for show: (please check one)

☐ Full payment 30 days after show

☒ Deposit of 50 % made upon contract signing days before show and balance paid in full 14 days prior to event date (7/1/23)

Included in this submission package are these required supporting documents:

☒ A copy of a certificate or sample certificate of Insurance showing the minimum required amounts per this REQUEST FOR PROPOSAL

☒ A Copy of Display Permit, a copy of AFT License, a copy of Texas Distributor's License, a copy of DOT Permit and copy of DOT Safety Permit

_____ Number and sizes of shells being proposed 3"-8"

20-22 _____ Total show time

Company Name:

Illumination Fireworks

Company Mailing Address:

1605 Crescent Circle St 200

Contact for Company:

Liz Yankovich

Email: liz@illuminationfireworks.com

Daytime Phone Number:

469.208.8542

I, the undersigned agent for the company named above, certify that I am duly authorized to execute the proposal, that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other provider, and that the contents of this proposal as to prices, terms, or conditions of the said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of the REQUEST FOR PROPOSAL.

Authorized Company Official (signature):

JLB

Authorized Company Official's Name (printed):

Jennifer Burns

Date Signed:

10/21/22