



REQUEST FOR PROPOSAL

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 _____% made _____ days before show and balance paid in full _____

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

_____Total show time

Company Name: _____

Company Mailing Address: _____

Contact for Company: _____ Email: _____

Daytime Phone Number: _____

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): _____

Authorized Company Official's Name (printed): _____

Date Signed: _____