

CITY OF ST JOSEPH

Proposals Must Be Received No
Later Than
Time: 4:00PM Date: 4/11/2019
For Information Contact
Purchasing
at (816) 271-5330

REQUEST FOR PROPOSAL

NO RFP2019-25

Page 1 of 11

This document constitutes a request for sealed bids, including prices, from qualified individuals and organizations to furnish those services and/or items as described herein.

Proposals must be mailed or delivered to the Division of Purchasing, 1100 Frederick Avenue Room 201, St. Joseph, MO 64501.

Fireworks Display – 4th of July, 2019

Please have the Bid Name and Number on the outside of the sealed proposals.

The offeror must provide all information required in this document pursuant to the specifications attached and included herein.

The offeror hereby agrees to provide the services and/or items at the prices quoted, pursuant to the attached terms and conditions of Request for Proposal or Invitation to Bidders and Terms and Conditions of Purchase, and further agrees that when this document is countersigned by an authorized official of the City of St. Joseph, a binding contract, as defined herein, shall exist between the offeror and the City of St. Joseph.

SIGNATURE REQUIRED

Offeror's Signature: _____ Offeror's Printed Name: _____ Title : _____

Company Name: _____ Date of Proposal: _____

Mailing Address: _____ Telephone: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Social Security or Federal Tax No _____

NOTICE OF AWARD (This section for City of St. Joseph use only)

Requisition No. _____

This proposal is accepted by the City of St. Joseph as follows:

Purchase Order _____

Buyer

Purchasing Agent

Date

CITY OF ST. JOSEPH, MISSOURI
PARKS, RECREATION & CIVIC FACILITIES
RFP2019-25

Fireworks Display Bid Specifications

The City of St. Joseph, Missouri, through its Parks, Recreation and Civic Facilities Department, is seeking bids for a fireworks display for July 4, 2019. The successful bidder will provide all materials, supplies, set up, transportation, certified pyrotechnicians, and clean-up for this display. (See additional requirements below.) The City of St. Joseph will provide an approved shooting site and set up a viewing area for spectators.

Bidders should submit along with acknowledgement of the following specifications, a listing of the types of fireworks to be used in the display. Please use Attachment A-1, or your standard form of the list of shells and displays, including the information requested on Attachment A-1. Please also complete and return Fireworks Exhibit A with your bid. Replies may be returned to Tammy Bembrick, Purchasing Agent, 1100 Frederick Avenue Room 201, St. Joseph, Missouri 64501, no later than 4:00 p.m., **Thursday, April 11, 2019.**

I. Location:

Shooting Site: Huston-Wyeth Park (Wyeth Hill), St. Joseph, Missouri

Viewing Site: Missouri Riverfront @ St. Joseph, Missouri

II. Date: July 4, 2019

Time: 9:45 p.m.

Length of Display: Not less than 20 minutes, limit to 40 minutes.

III. Permits:

Bidder will be responsible for securing all applicable permits as requested by the City of St. Joseph, St. Joseph Fire Department and the State of Missouri. Bidder will provide all requested permits at least three weeks prior to the commencement of the display. The Fire Department permits must be applied for at least 30 days prior to the display.

IV. Alternate:

If inclement weather prohibits shooting of the display on July 4, 2019, the display will be shot on the next clear night as determined by the City of St. Joseph Parks, Recreation and Civic Facilities Director, at no additional charge to the City of St. Joseph.

V. Budget:

The City of St. Joseph has a budgeted amount not to exceed \$12,500 for this display. The bid should include, but not be limited to, materials, supplies, labor, insurance and permits.

VI: Insurance:

Bidder will provide proof of insurance coverage in a minimum amount of \$5,000,000.00. Ability to provide this coverage must accompany bid and a Certificate of Insurance, naming the City of St. Joseph as an additional insured, must be received by the City of St. Joseph at least four weeks prior to the display.

VII: Display:

- A. The shooting area is not directly adjacent to the viewing area(s). All shells and displays will be aerial, no ground displays.
- B. The shooting area may accommodate no larger than a twelve-inch (12") shell. Four-inch (4") shells or smaller are not suitable to view from viewing area(s). Please take that into consideration in bidding your show.
- C. Shooting crew will have access to the shoot area anytime after noon on July 3rd. Shooting crew will have all set up done and show ready by 6:00 p.m. on July 4, 2019.
- D. Bidder will provide all mortar tubes, racks, firing mechanisms and other shooting supplies.
- E. Bidder is responsible for complete cleanup of the shooting area and proper disposal of materials and debris. The shooting area will be cleaned and restored to prior condition by 3:30 p.m. on the afternoon after the show. (July 5, 2019, assuming the show is shot on the 4th).
- F. City will provide cleanup of viewing area and removal of safety barriers at the perimeter of the shooting site.
- G. The City will provide safety barriers and security personnel at least four hours before the show, during the show and immediately after the display's conclusion, for the purpose of keeping spectators clear of the shooting and fallout areas.
- H. The bidder is responsible for 24 hour security of the shooting area.
- I. The bidder is responsible for fire control of the shooting area.
- J. If the bidder has additional requests of the City for set up, those must be identified in the bid. Those items will be considered in reviewing bids. No last minute requests will be given consideration.

- K. The Parks, Recreation and Civic Facilities staff will meet with a representative of the successful bidder after awarding of the bid to assess the site and determine precise setup, materials and other requirements.
- L. The fireworks display will be fired by licensed pyrotechnicians provided by the bidder.

VIII: Payment

- A. The bidder agrees to submit an invoice for the fireworks show after the fireworks show has completed.
- B. The City agrees to provide a one-time payment to the bidder after the fireworks display has been completed.
- C. In the event of weather related cancellation, no payment will be remitted to the bidder.

Attachment A-1

**St. Joseph, Missouri
Fireworks Display
July 4, 2019**

The shooting area may accommodate no larger than a twelve-inch (12") shell. Four-inch (4") shells or smaller are not suitable to view from viewing area(s). Please take that into consideration in bidding your show.

Please list Show and Finale separately:

<u>SHELL SIZE</u>	<u>DESCRIPTION OF SHELL (include origin)</u>	<u>QUANTITY</u>
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Additional Requests: (please list here, as stated in specifications)

EXHIBIT A**CITY OF ST. JOSEPH, MISSOURI
VENDOR AGREEMENT
GENERAL CONDITIONS**

Independent Vendor. The Vendor shall be and operate as an independent Vendor in the performance of this Agreement. The Vendor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Vendor shall be employees of said Vendor and not employees of the City in any respect.

Compliance with Laws. The Vendor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Agreement. If applicable, the provisions and requirements of section 290.250 R.S.Mo. shall apply and are incorporated herein. In the event of a conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the Work, the Vendor shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Vendor in an effort to resolve any such conflict.

Subcontracts. The Vendor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Agreement shall not be assigned by the Vendor.

Indemnification. Vendor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Agreement or out of services and operations negligently performed hereunder by the Vendor, or claims relating thereto, and including, but not limited to the City's reliance on or use of the services or products provided by the Vendor under the terms of this Agreement. The Vendor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Vendor agrees that this indemnification requires Vendor to obtain insurance in amounts specified herein and that Vendor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Insurance. The Vendor agrees to secure and maintain for the periods set forth below, at the Vendor's sole cost and expense, the following insurance coverages in the form and in amounts not less than the amounts specified below:

- (a) The Vendor shall maintain at all times during the term of this agreement and for a period of one (1) year thereafter comprehensive general liability insurance with a standard broad-form endorsement which shall protect the Vendor and the City, their agents, servants, employees, officers, and consultants against claims in connection

with or resulting from the Vendor's performance of this agreement. Such insurance shall be endorsed to provide blanket contractual liability insurance and shall cover the Vendor's indemnity obligations contained in this agreement, as well as other contractual liability. Such insurance shall have coverage with a minimum limit of not less than Five Million Dollars (\$5,000,000.00) for bodily injury and property damage.

- (b) The Vendor shall maintain at all times during the term of this agreement and for a period of one (1) year thereafter business automobile insurance coverage for all owned, hired, or non-owned vehicles utilized by the Professional with minimum limits of coverage of a combined limit of not less than One Million Dollars (\$1,000,000.00) per occurrence.
- (c) The Vendor shall maintain at all times during the term of this agreement, insurance coverage for:
 - (1) Claims under workers' or workman's compensation with statutory limits, including Employers' Liability coverage with minimum limits of Five Hundred Thousand Dollars (\$500,000), disability benefit and other similar employee benefit laws;
 - (2) Claims for damages because of bodily injury, occupational sickness or disease or death of the Professional's employees under any applicable employer's liability law; and
 - (3) Claims for damages for bodily injury, sicknesses, or disease or death of persons other than the Professional's employees.
- (d) The Vendor shall also provide and maintain any type of insurance not described above which it requires for its own protection or on account of statutes.

The Vendor's commercial general liability policy and business automobile liability policy, as set forth above, shall be endorsed to include the City as an additional insured. Further, the Vendor's "all-risk property damage policy" shall cover the City's interest in such property.

All insurance required hereunder shall not be subject to a deductible amount on a per-claim basis of more than Ten Thousand Dollars (\$10,000.00) and shall not be subject to an aggregate deductible of more than Twenty-Five Thousand Dollars (\$25,000.00). The Vendor's comprehensive liability policy, business automobile liability policy, and "all risk" property damage policy, as set forth above, shall be on an occurrence basis.

All insurance coverage procured by the Vendor, with the possible exception of workers compensation insurance coverage, shall be provided by insurance companies having policyholder ratings not lower than "A-" and financial ratings not lower than "VIII" in the Best's Insurance Guide, latest edition in effect as of the date of this agreement and subsequently in effect at the time of

renewal of any policies required hereunder; or policyholder ratings otherwise deemed acceptable by the City.

The Vendor shall provide certificate(s) of insurance to the City before the Vendor shall be entitled to any sum of money payable under this agreement. All certificates shall be executed by a duly authorized agent of each of the applicable insurance carriers and state that at least thirty (30) days' notice shall be given to the City before any policy covered thereby is changed or canceled. Such certificate shall be in a form acceptable to the City. The Vendor shall have the obligation to provide additional certificate(s) evidencing continuation of coverages with respect to insurance coverages that are to remain in force after completion of the Projects as set forth in this Insurance section.

The Vendor hereby waives all rights to assert any claim against the City with respect to any loss or damage howsoever caused to the extent any such loss or damage is covered by insurance including deductibles or self-insurance. The Vendor and its insurers hereby waive all rights of subrogation.

Nondisclosure. The Vendor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement. Nothing herein shall preclude disclosure of information by the City.

Changes. No change in this Agreement shall be made except in writing executed by all parties prior to the change in the Work or terms being performed. The Vendor shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so in writing by the City. Vendor, prior to the commencement of such changed or revised Work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Vendor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Vendor, upon written notice from the City, to immediately proceed with such alteration or change, and Vendor shall be compensated the reasonable value of such Work. **No work or change shall be undertaken or compensated for without prior written authorization from the City.**

Termination. The City shall have the right to terminate the Agreement at any time for any reason by giving the Vendor written notice to such effect. The City shall pay to the Vendor in full satisfaction and discharge of all amounts owing to the Vendor under the Agreement an amount equal to the cost of all Work performed by the Vendor up to such termination date, less all amounts previously paid to the Vendor on account of the Contract Price. The Vendor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Vendor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Accounting. During the period of this Agreement, the Vendor shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally

accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Vendor.

Request for Proposals. If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Vendor in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the executed Vendor/Services Agreement or proposal of the Vendor, the requirements of the City's Request for Proposal and this executed Vendor/ Services Contract shall control and supersede unless a change thereto is specifically stated in this Agreement (including Exhibit A).

Project Records and Work Product. The Vendor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all rights, title, and interests, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Vendor created in performance of or relating to this Agreement. Vendor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Vendor for the purpose of performing studies, tests, and evaluations in connection with the Work.

Personnel. The Work shall be performed exclusively by the personnel of the Vendor identified in the Vendor's proposal and no other personnel of the Vendor shall perform any of the Work without the express written approval of the City.

Compliance with State Immigration Statutes. As a condition for the award of this Agreement, the Vendor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Vendor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form as that attached hereto. The Vendor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Vendor shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Vendor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The applicant for the Vendor (or "Applicant") shall be the person authorized to prepare, submit, and sign contract documents on behalf of the Vendor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Contract awarded to the Vendor.

Representations. Vendor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

Governing/Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date first above written.

CITY OF ST. JOSEPH, MISSOURI ("CITY")

By: _____

Title: City Manager _____

Attest:

By: _____

Title: _____

("VENDOR")

By: _____

Title: _____

Attest:

By: _____

Title: _____

Approved as to form:

Assistant City Attorney _____