



**CITY OF KENOSHA
FIREWORK DISPLAYS
PROPOSAL NO. 05-21**

Issued: September 1, 2021

Proposals will be accepted by the City of Kenosha, in the Department of Finance, Municipal Office Building, 625 52nd Street, Room 208, Kenosha, Wisconsin until:

Tuesday October 5, 2021 at 2:30 P.M.

for the provision of fireworks and pyrotechnic displays along the City of Kenosha's lakefront at Harbor Park. General terms of the Agreement would encompass a three (3) year Agreement duration and would govern the pyrotechnic displays for July 4, 2022; July 4, 2023, and July 4, 2024, with an alternate date of July 5 for each year. The Agreement shall provide that the City of Kenosha may cancel any remaining years upon ninety (90) days written notice, if performance is unsatisfactory to City. The successful pyrotechnics vendor would be required to approve and execute an Agreement with the City of Kenosha for such pyrotechnic commodity, work and services. The award of the Agreement shall be contingent upon approval by the City of Kenosha's Finance Committee and the Common Council. A draft version of the Agreement is included herein for review.

Cost proposals must be submitted on the attached proposal form and accompany all narratives and other components deemed necessary to the submittal. Proposals received after the deadline stated above will not be accepted, opened or considered. Proposal forms must be filled out completely, signed and dated and all required documentation must be included with the proposal. No faxed or other electronically communicated proposals will be considered or accepted.

The City reserves the right to reject any or all proposals and/or to accept any proposal deemed the most advantageous to the City of Kenosha.

The City of Kenosha is exempt from Federal Excise Tax and State Sales Tax, therefore, proposals should be made exclusive of these taxes. A Tax Exemption Certificate and/or Tax Exemption Registry Number will be furnished to the successful contractor.

Each of the insurance limits delineated in the attached specifications and required by the Agreement shall be met in every respect. The City of Kenosha reserves the right to reject any proposal which does not meet these insurance limits listed in the attached Specifications and the Agreement.

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INSTRUCTIONS TO PROPOSERS

- 1.0 EXAMINATIONS OF SPECIFICATIONS. Carefully examine the “Instructions to Proposers,” “Specifications,” “Proposal” and draft Agreement, all as herein set forth. It is assumed by the City that the proposer has thoroughly investigated and is amenable as to said conditions and requirements addressed in these parts.
- 2.0 PROPOSAL SUBMISSION. Proposals must be submitted on the proposal form and accompany all other required documentation and submittals. Proposals received after the deadline will not be accepted or considered. Proposal forms must be completed in full, signed, dated and all required documentation must be included with the proposal. No faxed or other electronically communicated proposals will be accepted or considered.
- 3.0 PROPOSAL PRICES. Proposals are in one (1) lump sum. There is a lump sum proposal for a twenty-five (25) minute show only with the starting time fixed at 9:30 p.m. unless circumstances beyond the City’s or Contractor’s control are experienced. In these instances, the City of Kenosha solely will determine if the event is suspended for a minimal duration, or canceled and rescheduled until the subsequent night. The decision to reschedule or cancel the annual display if the alternative night is impacted by instances beyond anyone’s control, would be the responsibility of the authorized representatives of the City of Kenosha.
- 4.0 TRANSPORTATION CHARGES. The City will assume that no transportation or handling charges, other than what is specified in the proposal, is a component of the service’s cost.
- 5.0 PAYMENT. Payment will be made annually in one (1) lump sum within thirty (30) days of receipt of invoice after completion of all contracted work and obligation. Any remaining and/or unfired shells will be deducted from the total cost of the performance and from the payment owed as set forth in Section 5 of the Agreement entitled, "Compensation."
- 6.0 CONTRACT AWARD. Each Proposal and recommended display program will be reviewed by City Administration and compared on the basis of 1) the services/ program falling within the budgetary allocation, 2) the overall experience of the pyrotechnic firm and its staff responsible, 3) firm references from other clientele with commensurate display and budgetary requirements, 4) the firm's ability to meet required insurance limits set forth by the City of Kenosha, 5) the overall ability of the firm to meet the contractual requirements of the City of Kenosha. The award of Agreement is subject to the availability of the requisite funding for the event.

7.0 INSURANCE. Contractor shall procure and maintain, during this Agreement, insurance policies as hereafter specified to insure against all risk and loss for all services provided herein by Contractor.

The General Commercial Liability policy shall cover all claims, damages, suits, injuries or expenses incurred as a result of any negligent act or omission of any employee, independent contractor or agent of Contractor, as well as any defect or problem with any fireworks supplied or displayed by Contractor. The policies must be issued by an insurance company or companies licensed to do business in the State of Wisconsin, having a minimum AM Best Rating of A-. Said insurance policy shall provide policy language or endorsements in a form acceptable to City, providing (a) the City is an additional insured; (b) that it is primary and noncontributory; and (c) contractual liability to cover claims arising out of the Indemnity provision of this Agreement. Contractor shall upon execution of this Agreement, and annually thereafter, furnish the City Finance Director with a Certificate of Insurance indicating compliance with this Section 6, and proof of payment of premium to the City's Finance Director for approval. Contractor shall also annually provide, in a form satisfactory to City, a copy of the requisite policy language or endorsements. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the City's Finance Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. A material change shall include, but is not limited to, a change in policy amount, coverage or status of the insurer. Contractor shall provide a copy of the endorsement or pertinent portion of the policy providing for such notice to be given to the City. If for any reason, the insurance coverage required herein lapses and/or Contractor fails to maintain insurance coverage, City may declare this Agreement null and void as of the date no valid insurance policy was in effect. Should Contractor fail to furnish, deliver and maintain such insurance coverage, City may obtain such insurance coverage and charge Contractor the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction.

Failure of Contractor to take out and/or maintain the required insurance shall not relieve Contractor from any liability under this Agreement. The insurance requirement shall not be construed to conflict with the obligations of Contractor in Section 7 of this Agreement. Contractor shall maintain during the course of this Agreement, insurance with minimum limits as follows:

- a. General Commercial Liability
 - 1. Bodily Injury:
 - \$ 5,000,000.00, Each Occurrence
 - \$ 5,000,000.00, Aggregate
- b. Property Damage:
 - \$ 2,000,000.00, Each Occurrence
 - \$ 2,000,000.00, Aggregate

- c. Automobile Liability (owned, non-owned, leased)
\$ 1,000,000.00, combined single limit
- d. Umbrella Liability
\$5,000,000 over primary coverage.
- e. Worker's Compensation: Statutory Limits.

Limits different from those set forth herein must be acceptable to City.

8.0 INDEMNIFICATION. Contractor shall indemnify and hold harmless City, and its officers and employees from and against all suits, claims, losses, damages, liabilities or other obligations, whether in tort, contract or otherwise, resulting from Contractor's own negligence or Contractor's failure to perform or observe any of the terms, covenants and conditions of this Agreement.

City shall indemnify and hold harmless Contractor and its officers and employees from and against all suits, claims, losses, damages, liabilities or other obligations, whether in tort, contract or otherwise, resulting from City's own negligence or City's failure to perform or observe any of the terms, covenants and conditions of this Agreement. City's indemnity obligation in this paragraph is subject to all statutory limitations on claims against City including, but not limited to, notice; any statutory caps on damages; immunity for acts done in the exercise of legislative, quasi-legislative, judicial or quasi-judicial functions; and the immunity from punitive damages.

9.0 INQUIRIES. Questions regarding general conditions, scope of work, dates, times, locations, site cleanup, coordination of site visits, and other logistics should be directed to Kris Kochman, Community Relations Liaison at (262) 653-4177. Questions regarding the proposal process should be directed to Lemuel Gomez, Purchasing Coordinator at (262) 653-4186.

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SPECIFICATIONS

I.0 GENERAL PROVISIONS.

- 1.1 Furnish all labor, material(s), fire protection and equipment to provide an aerial pyrotechnic fireworks display on July 4, 2022; July 4, 2023, and July 4, 2024, commencing no earlier than 9:30 P.M. and no later than 9:40 P.M., unless circumstances necessitating a delay are beyond the City of Kenosha's or pyrotechnic contractor's control.
- 1.2 The fireworks display will not be coordinated with music.
- 1.3 The City will provide snow fence, other requisite materials and labor to install such fencing and barriers at the restricted site.
- 1.4 The City shall be responsible for the security around the restricted site that will be cordoned off.
- 1.5. The City will supply portable toilet and washing facilities for the contractor, its employees, City employees and the general public.
- 1.6 Pyrotechnic contractors are required to arrange a visit to the site. Coordinate the on-site visit with Community Relations Liaison Kris Kochman at (262) 653-4177.
- 1.7 A breakdown of a typical aerial pyrotechnic display should be included with the respondent's submittal and shall include an itemization of the shell quantity, shell size, shell type, and shell company for each stage of the display, i.e. 1) for the display's Grand Opening, 2) the Aerial Show and 3) the Grand Finale with an estimated time frame for each part.
- 1.8 Pyrotechnic firms are required to provide a DVD presentation of a past pyrotechnic display of a commensurate nature, to assist the City of Kenosha in making a selection.
- 1.9 Code of General Ordinances for the City of Kenosha regarding firework displays is included herein for review.
- 1.10 The successful pyrotechnic contractor shall obtain and pay all permits and licenses required by the City and any other governmental authority identified in the agreement.
- 1.11 The successful pyrotechnic contractor shall provide fire extinguishers and all

other equipment recommended by industry practice and required by the City of Kenosha Fire Inspector for the protection of City and third-party personnel, the general public and adjacent properties. The successful pyrotechnic contractor shall obtain an Occupational Permit for Hazardous Conditions through the City of Kenosha Fire Department's Fire Prevention Bureau at (262) 653-4110.

- 1.12 The successful pyrotechnic contractor shall work with assigned City Staff to set up firing area and requisite safety zone as per established and agreed upon site plan(s).

2.0 EXPERIENCE:

- 2.1 The selected pyrotechnic contractor shall have a minimum of five (5) years of experience in the design and firing of fireworks. The contractor shall provide the following information with their proposal in order to demonstrate this experience:

- | | |
|-------|---|
| 2.1.1 | A detailed company profile |
| 2.1.2 | An employee profile including background checks, pyrotechnic experience and training of all key staff persons involved. Of the key staff, a supervisor who will act as the contact person and be available on the day of the display must be designated. Contact information including phone and mobile numbers must be included. |
| 2.1.3 | A clientele list and at least three (3) references of clientele from the public sector with like display requirements with contact information, the amount of the contract, and the duration of the show. |
| 2.1.4 | A listing of all claims made against contractor and/or its insurer(s) (if any) arising from any of the firm's performances in the last five (5) years. |

3.0 SCOPE OF WORK.

- 3.1 Design and furnish a custom aerial fireworks display of general interest and consisting of a grand opening, aerial display and a grand finale. Present the City with price quotes for a twenty-five (25) minute show. Emphasis shall be placed upon quantity and quality of shells while including a variety of sizes and types. There will be no ground level or low aerial displays.

- 3.2 The respondent should describe in a narrative format, the fireworks program to be presented and what spectators should expect to see. (This could be included as part of the DVD media of a previous display.)
- 3.3 Pyrotechnic contractor shall transport fireworks to the firing location on the day of the display in a closed vehicle that is properly identified in compliance with DOT, state and local requirements. Additional setup time, if required, can be negotiated. Under no circumstances are the fireworks to be left unattended at any time.
- 3.4 Firing shall be strictly in accordance with the proposed program. No less than two (2) trained and experienced adults shall be stationed at each firing location. All pieces shall be fired unless damaged and unsafe for use. There shall be no shells fired after the finale.

4.0 DATE, TIME AND LOCATION.

- 4.1 Site Location. The east end of Calabria Way in Harbor Park (See maps). Safety zone from firing site to building structure and public, 565 feet.
- 4.2 Dates: July 4, 2022; July 4, 2023, and July 4, 2024
- 4.3 Starting Time. 9:30 P.M.
- 4.4 Duration. Provide quote for a twenty-five (25) minute display.
- 4.5 Rain Date. Generally negotiated but tentatively July 5, 2022; July 5, 2023, and July 5, 2024 or a date mutually agreed to by both parties.

5.0 CLEAN UP.

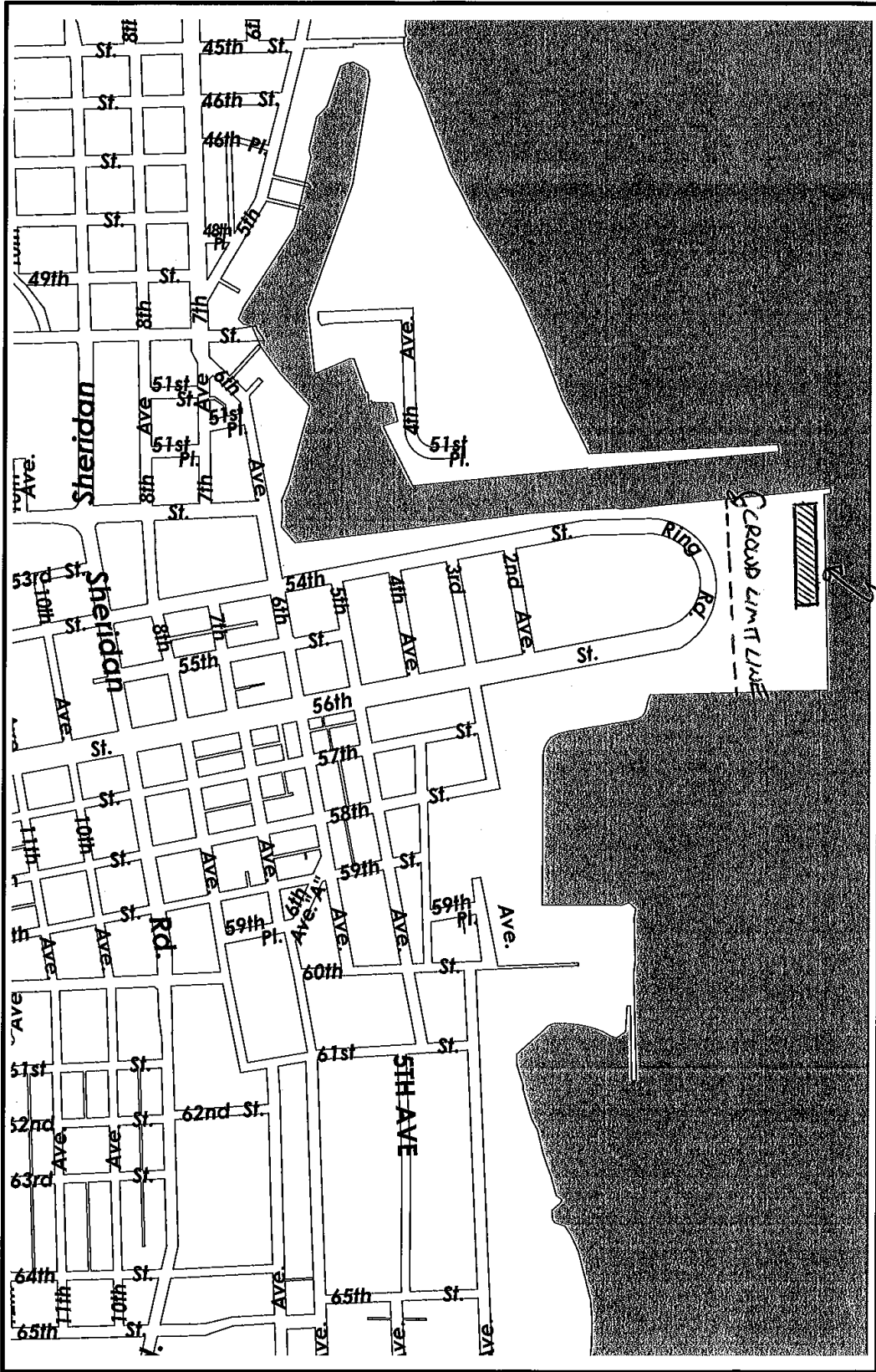
- 5.1 The pyrotechnic contractor shall remove all parts of shells not fired and clean up all debris immediately following the display to avoid danger of accident from partially exploded pieces. Debris shall be placed in shipping cans. Mortars shall be removed from the firing position and stacked securely.

6.0 PROPOSAL.

- 6.1 A completed Proposal Form
- 6.2 Experience. A detailed company profile, and a DVD media demonstrating a previous display.
- 6.3 A copy of the most current Certificate of Insurance must be submitted annually. A copy of the additional insured endorsement must be submitted annually.

7.0 AWARD.

- 7.1 Work shall be awarded based upon an evaluation of the proposed display with consideration given to quantity, size and quality of shells, the creativity of the display and the ability of the contractor to successfully meet the requirements of this proposal. Proposers may be invited to discuss their proposal with an evaluation committee prior to an award, if desired by City. If a DVD is not provided, the City may require the submission of such media if it is needed for selection purposes.



FIREWORK LAUNCH SITE

Use additional sheets if necessary

Aerial Show				
Quantity	Size	Type	Manufacturer	Cost

Total Estimated Time: _____
Use additional sheets if necessary

Grand Finale				
Quantity	Size	Type	Manufacturer	Cost

Total Estimated Time: _____
Use additional sheets if necessary

THERE WILL BE NO GROUND OR LOW AERIAL DISPLAYS

Payment terms: _____ % _____ days, Net _____ days

Submitted by:

Company Name: _____

Authorized Signature: _____

Print or type name: _____

Title: _____

Address: _____

City, State, Zip: _____

Telephone # _____ Fax # _____

E-mai: _____

Date: _____

Copy of Certificate of Insurance included? _____ Yes _____ No

Experience log (2.1.1 to 2.1.5) completed and included? _____ Yes _____ No

Comments/Recommendations: _____

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REFERENCES

Provide names, addresses and phone numbers of not less than three (3) relevant public sector professional references.

1. Name (organization or individual): _____

Number of years fireworks provided: _____ Compensation received: _____

Date of performance: _____ Type of location: _____ Estimated time: _____

Contact Person: _____

Address: _____

Phone #: _____ Fax # _____

2. Name (organization or individual): _____

Number of years fireworks provided: _____ Compensation received: _____

Date of performance: _____ Type of location: _____ Estimated time: _____

Contact person: _____

Address: _____

Phone #: _____ Fax # _____

3. Name (organization or individual): _____

Number of years fireworks provided: _____ Compensation received: _____

Date of performance: _____ Type of location: _____ Estimated time: _____

Contact person: _____

Address: _____

Phone #: _____ Fax # _____

4. Name (organization or individual): _____

Number of years fireworks provided: _____ Compensation received _____

Date of performance: _____ Type of location: _____ Estimated time: _____

Contact person: _____

Address: _____

Phone #: _____ Fax # _____

5. Name (organization or individual): _____

Number of years fireworks provided: _____ Compensation received: _____

Date of performance: _____ Type of location: _____ Estimated time _____

Contact person: _____

Address: _____

Phone #: _____ Fax # _____