

CITY OF NEWPORT, RHODE ISLAND  
PURCHASING DIVISION  
NOTICE TO BIDDERS

**SEALED BID/PROPOSAL**

RFP# 13-080

Sealed Proposals are being requested to provide a **JULY 4<sup>th</sup> FIREWORKS DISPLAY 2013**, in accordance with all terms and specifications contained herein, will be received in the Purchasing Office, City Hall, 43 Broadway, Newport, R. I., until:

**Two (2) o'clock P.M., Local Time  
Monday May 06, 2013**

THIS IS NOT A PUBLIC OPENING

Proposals must be submitted in sealed envelopes addressed to the Purchasing Office, City Hall, 43 Broadway, Newport, R. I. 02840, and must be plainly marked in the lower left hand corner, "**JULY 4<sup>th</sup> Fireworks Display 2013 # 13-080**". Please provide one (1) electronic copy on CD with your submittal.

Note: Bid Tabulations will be posted on the City of Newport website generally within twenty-four (24) hours of the closing date. The bid tabulation area is located at [www.cityofnewport.com](http://www.cityofnewport.com) under purchasing. The tabs are listed by bid number.

It is the bidder's responsibility to see that the bid is delivered within the time and at the place prescribed. Bids received prior to the time of opening will be securely kept, unopened. Bids may be withdrawn on written request (on the letterhead of the bidder and signed by the person signing the bid) which must be received prior to the time fixed for opening. Bids may be modified in the same manner. No bid or modification thereof received after the time set for opening will be considered, even if it is determined by the City that such non-arrival before the time set for opening was due solely to the delay in the mails for which the bidder is not responsible.

Any bidder taking exception to, or questioning any of the provisions, procedures, conditions or specifications herein stated should make such exceptions known to the undersigned, in writing, not less than five (5) days before the bid opening.

Any change or interpretation made as a result thereof will be published in an addendum and mailed to all prospective bidders. Should a bidder still not be satisfied, he may, in the bid, set out and stipulate the exception, with enough explanation to be understood by the City and, within the stipulation, the INCREASE or DECREASE in the bid price

because of the exception shall be stated. The City may, at its discretion, accept or reject any or all exceptions.

Federal Excise Taxes and/or Rhode Island Use Taxes are not to be included in the bid. The City will execute exemption certificates if furnished by the bidder when submitting his invoice.

The bidder will state the approximate delivery date in the bid, or the time required to make delivery after notification of award.

The right is reserved, as the interest of the City may require, to reject any or all bid proposals, to waive any technical defect or informality in bids received, and to accept or reject any bid or portion thereof.

The City of Newport reserves the right to reject any or all proposals or to accept any proposals deemed to be for the best interest of the City.

The technical point of contact for this package is **Wayne Clark, Fire Marshall (401) 845-5913 or Email: [wclark@cityofnewport.com](mailto:wclark@cityofnewport.com)**

Note: All bidders are responsible for insuring that no addenda have been added to the original bid package. All bid packages and addenda are located at [www.cityofnewport.com](http://www.cityofnewport.com) under (Active Bids) within the Purchasing webpage using the above bid/proposal number or you can contact the Purchasing Department.

**Prevailing Wage** - Any construction over \$ 1,000.00 is required by state law to pay state prevailing wage. A current copy of the most recent Prevailing Wage scale is obtained from the State of Rhode Island, Department of Labor and Training, Division of Professional Regulation or at the Davis-Bacon Wage Determination link. It is also by request for each construction bid document. All vendors supplying construction services must submit certified payrolls from any contractor and sub-contractor who work on the project. No payments are made until all payrolls are up to date, and correct. Click here for Prevailing Wage Tables.

Prevailing Wages also applies to ALL other (Non-Construction) Requirements. If the City's requirement is sealed bid, the DAVIS-BACON Wage Determination applies.

**Buy American Act** (1933- [Sections 10 \(a-d\) of Title 41](#)) and **Buy American Act Provision** (1982 - [Section 5323\(j\) of Title 49](#)) apply to this requirement, and therefore, documentation may be requested in support.

### **GENERAL CONDITIONS (if applicable)**

1. The City reserves the right to reject any and all proposals, to waive any informality, to request interviews of Service Providers prior to award and to select and negotiate the Service Provider services in the best interest of the City.
2. The Service Provider shall guarantee to perform the services offered and the total price of the proposal for a period of not less than 75 days from the deadline for submission of proposals.
3. The City reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected Service Provider.
4. The Service Provider shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.
5. All original documents and drawings shall become the property of the City after completion of the Service Provider's work.
6. The City of Newport intends to recommend award of a contract to the City Council for the requested services within one (1) month of receipt of the proposals. The Service Provider shall be prepared to commence work immediately upon execution of a contract with the City.
7. Awards will not be made to any person, firm or company in default of a contract with the City, the State of Rhode Island or the Federal Government.
8. The Service Provider hereby agrees that it will assign to the City of Newport all cause of action that it may acquire under the anti-trust laws of Rhode Island and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Newport.
9. Unless otherwise stated, invoices are to be submitted (to Accounting Office) in duplicate upon delivery of service to the City. The invoice must include an itemization of all services provided, including unit list price, net price, extensions and total amount(s) due.
10. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.
11. City is exempt from all sales and Federal excise taxes. Our exemption number is 05-6000260. Please bill less these taxes.

12. The City of Newport's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.
13. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.
14. This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.
15. Unless otherwise specified all costs listed are firm for the term of the contract.
16. Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.
17. Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service or delivered in hand to the parties as stated in the contract.
18. If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.
19. Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.
20. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, offerors, bidders, or any person or firm responding to a Request for Proposals.
21. All contracts entered into by the City of Newport shall be governed by the Laws of the State of Rhode Island. Any disputes shall be resolved within the venue of the State of Rhode Island and Newport County.
22. The Service Provider selected for this project shall procure and maintain the following types of insurance:
  - Statutory Workers Compensation and Employer's Liability Insurance

- Professional Services Liability Insurance for errors and omissions (\$1,000,000.00 minimum)
- Liability and Property Damage Insurance (a) Bodily injury liability: \$500,000 each person, \$1,000,000 each occurrence; (b) Property damage liability: \$500,000 each occurrence, \$1,000,000 aggregate.

CITY OF NEWPORT, RHODE ISLAND  
Erin Mulligan, Purchasing Agent,  
(401) 845-5414

**Newport Fire Department  
July 4<sup>th</sup> Fireworks Display 2013  
RFP # 13-080**

**Intent**

The selected firm will be responsible for providing the proper insurance, personnel and materials to professionally administer a fireworks display for the Fourth of July celebration in the City of Newport, Rhode Island, at Fort Adams State Park, located on Newport Harbor. **The display must be a continuous display with no significant breaks between shells. Computerized controlled displays are preferred.** Newport fireworks displays over the past 11 years have developed a reputation for extraordinary grand finales. While the main body of the show is very important, we prefer special emphasis on the grand finale. The viewing distance is quite far, so no ground displays should be included.

The City of Newport is seeking bids that will define and provide for a complete July 4<sup>th</sup> fireworks display based on the following three projected price points (include specific display details for each),

1. Bid #1 - \$22,000.00
2. Bid #2 - \$25,000.00
3. Bid #3 - \$28,000.00

**Special Note**

1. In the event of bad weather, the bidder should indicate any additional cost to the City to postpone the display to another date.
2. The bidder should indicate if special event "weather cancellation" insurance is available as part of the bid as well.

**Timeline**

The display will start at approximately 9:15 P.M. It is anticipated that the Newport City Council will approve the successful vendor by June 1, 2013.

1. **DATE:** Thursday, July 04, 2013
2. **RAINDATE:** Friday, July 05, 2013
3. **TIME OF SHOOT:** Approximately 9:15 PM
4. **LOCATION:** Fort Adams State Park, Newport, RI
5. **SETUP LOCATION:** Northern tip of Fort property adjacent to boat basin
6. **DURATION:** Minimum of 30 Minutes

## **Bid Requirements**

**All bidders are required to submit the following insurance documentation with their bid:**

- Proof that insurance company is licensed to issue insurance in the State of Rhode Island
- Proof of general liability coverage - general aggregate \$5,000,000 and \$5,000,000 each occurrence Contractor must provide an insurance certificate for public liability, property damage and workers compensation as required by state law.
- A statement indicating the number of insurance claims for the past three years. Please include the names of the towns where the displays were fired and a brief description of the claim.
- A written statement granting the City of Newport permission to verify claim information with your insurance agent (even if your company has had no claims).
- Vendor must provide proof of your firm's operators Rhode Island Restricted or Full Blasters Licenses. Please include operators' names, ages, and number of shows fired in the past three years.
- Bids must include all costs for a complete show. No additional charges will be accepted.
- All proposals must identify the length of the show and include a detailed count of shells indicating both size and description. No shells will be counted where the sizes are either not listed or are less than three (3") inches in diameter.
- The spectator viewing distance is quite far, so no ground displays should be included.
- Once a shell distribution proposal specifying the number, size, and description of shells included in the show is accepted, shell substitutions/distributions cannot later be made without the prior approval of the City of Newport's Firework's Show Manager.
- The City of Newport reserves the right to increase the funding/dollar amount for this display.
- Describe the sequence of the show, the firing rate in shells per minute, and the expected duration of the entire show. **The display must be a continuous display with no significant breaks between shells. Computerized controlled displays are preferred. Preference will be given to bids that display a high degree of creativity.**
- Vendor must provide a glossary of terms for descriptions used including colors and sequences within the shells.

- Vendor must provide date of incorporation/partnership, names and addresses of present officers, number of shows produced in the past three years, and number of shows fired in the past three years.
- Description of staffing that will be onsite for display setup and firing.
- Description of how the display will be fired (computerized, etc.).
- Copies of all permits must be provided to City of Newport Fireworks Manager at least 30 days in advance of the fireworks show.
- As part of a "complete show," the contractor will be required to provide:
  1. All insurance certificates, no later than thirty (30) days prior to the show.
  2. Exhibition planner checklist to the City of Newport's Manager.
  3. All labor and pyrotechnicians
  4. Lodging, meals and transportation for your staff.
  5. Off-site storage fees and staging, and any or all security fees charged by the City and State. Fireworks may not be stored on Fort Adams park property.
  6. Any or all fees incurred due to postponement (rain date).
  7. Communication equipment.
  8. Any and all set-up or clean up related to the fireworks show.

**General Provisions**

1. The successful vendor will be required to attend a pre-event meeting to discuss layout, site requirements, and other factors deemed necessary to ensure a successful display.
2. **Successful vendor will provide inspection of the display site with search lights for live dud material immediately after the fireworks display.** In addition, the successful bidder will return to the site by 9 a.m. the next day to complete a final inspection for any dud materials and final cleanup of all fireworks materials and storage containers.
3. Successful vendor is responsible for obtaining all required state and local permits.

4. The City of Newport will provide the following:
  - Fire detail
  - Police detail
  - Rescue services
  - Crowd control
5. The display must be a **minimum of 30 minutes** in length with continuous firings.

#### **6. Insurance Coverage**

The successful vendor will be required to provide and be in strict compliance with the following liability insurance coverage:

- General Liability-Bodily Injury/Property Damage - 5MM CSL per occurrence
  - Workers Compensation - Rhode Island Statutory Limits
  - Insuring companies must be authorized to issue insurance in the State of Rhode Island
  - The City of Newport and State of Rhode Island must be listed as **additional insured** for all General and Auto Liability coverage
  - Certificate of insurance must define nature of coverage as fireworks display
  - Clerical errors or omissions on certificates of insurance will not be acceptable
  - Final, approved, **original** certificate(s) of insurance must be possession of City of Newport officials not later than June 1, 2013 with policy effective dates the same day or sooner
  - Policy expiration dates must not be sooner than July 9, 2013
7. Contractor retains title to fireworks until the shoot is complete.
  8. A signed contract and purchase order will be provided. No advance payments will be authorized. Payment of the full amount will be made within 5 days of completion of the show.
  9. The City of Newport Fireworks Manager retains the final authority to postpone/reschedule the show. The Manager may also cancel the show without penalty 15 days in advance and may postpone/reschedule the show up to 4 hours prior to the scheduled display. No additional fees will be assessed or paid for weather postponement/ rescheduling.
  10. Bid must include/address any desired cancellation fee amount/percentage that will be required in the event that the show is cancelled and not rescheduled. A signed contract and purchase order will be provided. No advance payments will be authorized. Payment of the full amount will be made within 5 days of completion of the show.

#### **Shipping Requirements**

Materials to be shipped in cartons must meet Department of Transportation specification

12B-65 for Special Fireworks. Delivery must be made on the day of the show. No storage facilities are available. The City of Newport reserves the right to inventory the materials prior to the display.

Substitutions

No substitutions without prior approval of City of Newport Fireworks Manager.

**Firework Display Company Listing**

- 1) **Atlas Pyrovision Productions, Inc.**  
Attn: Wayne Desrosiers  
P.O. Box 498  
Jaffrey, N.H. 03452
  
- 2) **Bay Fireworks**  
400 Broadhollow Rd, Suite 3  
Farmingdale, NY 11735
  
- 3) **Telstar Display Fireworks, Inc.**  
PO Box 478  
Jaffrey, NH 03452-0478  
1-800-458-4656 Fax: 1-603-532-6174
  
- 4) **Celebration Fireworks of Vermont**  
PO Box 2007  
Georgia, VT 05468
  
- 5) **Executive Visions, Inc.**  
Attn: Charles Marto  
7000 Miller Court East  
Norcross, GA 30071
  
- 6) **Melrose Pyrotechnics, Inc.**  
P.O. Box 302  
Kingsbury, In. 46345
  
- 7) **Fireworks Concepts**  
Productions Worldwide  
Wilmington, DE 19810

Proposal Sheets

RFP# 13-080

**July 4th Fireworks Display 2013**

**Bid Item #1: (Limit \$22,000)**

July 4, 2013 Fireworks Display \$ \_\_\_\_\_

Show description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

July 5, 2013 (Rain date) \$ \_\_\_\_\_

Show description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rain date postponement (to another date beyond July 5)

1. Prior to arrival on site - additional cost: \$ \_\_\_\_\_

2. After arrival on site - additional cost: \$ \_\_\_\_\_

## July 4th Fireworks Display 2013

RFP # 13-080

### **Bid Item #2: (Limit \$25,000)**

July 4, 2013 Fireworks Display

\$ \_\_\_\_\_

Show description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

July 5, 2013 (Rain date)

\$ \_\_\_\_\_

Show description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Rain date postponement (to another date beyond July 5)

1. Prior to arrival on site - additional cost: \$ \_\_\_\_\_

2. After arrival on site - additional cost: \$ \_\_\_\_\_

## July 4th Fireworks Display 2013

RFP # 13-080

### **Bid Item #3: (Limit \$28,000)**

July 4, 2013 Fireworks Display

\$ \_\_\_\_\_

Show description: \_\_\_\_\_

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July 5, 2013 (Rain date)

\$ \_\_\_\_\_

Show description: \_\_\_\_\_

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Rain date postponement (to another date beyond July 5)

1. Prior to arrival on site - additional cost: \$ \_\_\_\_\_

2. After arrival on site - additional cost: \$ \_\_\_\_\_

**Bid Extra:**

Provision of Special Event Insurance for weather:

- \$22,000 Display: \$ \_\_\_\_\_
- \$25,000 Display: \$ \_\_\_\_\_
- \$28,000 Display: \$ \_\_\_\_\_

Company \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Website \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Notes:

1. The bid prices may not be withdrawn for a period of seventy-five days from the date of the bid opening.
2. All information must be provided. Incomplete bids will not be considered.
3. Contractor must provide all requested specifications.

**Proposal Sheet # 13-080**

Date: \_\_\_\_\_

I/We \_\_\_\_\_ the undersigned do hereby propose to furnish the City of Newport, Rhode Island, a July 4<sup>th</sup> Fireworks Display 2013, in accordance with all terms and specifications contained herein:

Name of Firm: \_\_\_\_\_

Signature & Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

**NOTE:**

- On a separate attachment, or use the one provided, list the Officers of your Corporation or Principals of your LLC. Award can not be done without the attachment.
- Please provide any literature you feel may be necessary.
- All bidders are responsible for insuring that no addenda have been added to the original bid package.
- All bid packages, addendums and Bid Tabulations are located at <http://www.purchasing.ri.gov/>

**RFP # 13-080**

**List the Officers of your Corporation or Principals of your LLC. Award can not be done without the attachment.**

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Complete Company Name

<hr/> Name	<hr/> Title/Officer/Position
<hr/> Name	<hr/> Title/Officer/Position