



REQUEST FOR PROPOSALS

Services For: Fireworks and Other Aerial Show Displays

2023 CITY OF MASON SPECIAL EVENTS

INTRODUCTION

The City of Mason is seeking proposals from highly experienced and professional firms to develop and execute fireworks and other aerial entertainment displays on event days listed for the 2023 season. All displays will be held in the City of Mason at a location designated by the City in this RFP. The intent of this request is to obtain the services of a fireworks contractor, hereinafter referred to as the Contractor or Company to perform displays and production of fireworks and other show enhancements, hereinafter referred to as Aerial Entertainment display, for the City of Mason, Ohio, hereinafter referred to as the "City".

BACKGROUND INFORMATION

The City of Mason Aerial Entertainment display events are in conjunction with Mason's community events. There is potential for up to three events. Each event will have festivities planned prior to the Aerial Entertainment culminating the event with a display.

EVENT LOCATIONS AND DESCRIPTIONS

The City is considering Aerial Entertainment displays on the following dates and times at the locations specified below. The City reserves the right to select or eliminate any of the dates outlined below as a result of continued evaluation of these events. The City will commit to notifying the vendors of any dates eliminated from the below list no later than 60 days prior to the event.

1. Event: Veterans Memorial 20 Year Anniversary – Memorial Day
Date: May 29, 2023
Location: Mason Municipal Campus – 6000 Mason Montgomery Road (See attachment #1, 2 & 3 for site location options)
Request: Aerial Entertainment display immediately concluding activities – approximately 10 p.m. 12 minute aerial enhancement display or 25 minute aerial enhancement display (submit proposal for each time frame)
2. Event: Red Rhythm and Boom
Date: July 3, 2023
Location: Mason Municipal Campus 6000 Mason Montgomery Road (See attachment 1, 2 & 3 for site location options)
Aerial Entertainment show time immediately concluding activities – approximately 10:00 p.m.
Request: 12 minute display or 25 minute display (submit proposal for each timeframe) synchronized to music

3. Event: Heritage Festival
Date: September 16, 2023
Location: Downtown Mason Plaza, 115 Reading Road
Request: Aerial Entertainment show time immediately concluding activities – approximately 10 p.m. 12 minute display or 25 minute display (submit proposal for each timeframe)

BASIC SCOPE OF SERVICES

Proposals must meet or exceed the minimum requirements outlined in these specifications. Proposals shall include a complete, detailed listing of the sizes and types of shells to be fired and a sample listing of comparable Aerial Entertainment shows done by the firm during the last five years. If proposing a drone light show, include pricing per drone and how many drones it would take to create quality logos.

1. Each Aerial Entertainment display shall be a continuous presentation with no gaps.
2. Contractor will propose the type and size of shells to be used for each event. Maximum size of the shells shall not exceed the measured capability of the site (according to NFPA Standards, the Ohio Fire Code and local rules and regulations).
3. Finale shall be a minimum of 45-60 second in duration with no gaps.
4. If electronically fired shows are used, Contractor should describe electronic firing process to be used for the fireworks show.
5. Fireworks shows that are synchronized to music must have City Coordinator's approval of producer and selected music.
6. Equipment removal will be conducted within 24 hours following Aerial Entertainment display.

INSURANCE

1. Minimum Scope and Limits of Insurance

Contractor shall procure and maintain for the duration of the agreement the following coverages for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder, including but limited to the Aerial Entertainment displays, set-up, tear-down and storage, by the Contractor, its agents, representatives and employees:

- A. Commercial General Liability (CGL) insurance with coverage at least as broad as Insurance Services Office Form CG 00 01 covering CGL on an "Occurrence" basis, including property damage, bodily injury and personal injury with limits no less than \$10,000,000 (Ten Million Dollars) per occurrence.
- B. If the Scope of Services includes the use of Unmanned Aerial Systems, **Aviation Liability Insurance**, on an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. This coverage may also be provided by endorsement to a **Commercial General Liability** policy.
- C. Automobile Liability covering Any Auto with limits no less than \$1,000,000 (One Million Dollars) per accident for bodily injury and property damage.
- D. Workers' Compensation insurance as required by the State of Ohio, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If coverage is through The Ohio Bureau of Workers' Compensation, Employers' Liability coverage must be endorsed on the Commercial General Liability policy.

2. Additional Insured

The Contractor's CGL shall be endorsed, using an endorsement acceptable to the City, to cover the City, its officers, officials, employees, and volunteers as additional insureds on the CGL policy and, if applicable, Aviation Liability policy, with respect to liability arising out of work or

operations performed by or on behalf of the Firm including materials, parts, or equipment furnished in connection with such work or operations. Contractor will also need to name Mason City Schools as an additional insured.

3. Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Firm's insurance and shall not contribute with it.

4. Non-renewal, Cancellation, or Material Change of Coverage

Each insurance policy required above shall state that coverage shall not be cancelled, except with notice to the City. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier providing coverage required herein, or receives notice that coverage no longer complies with the requirements herein, the Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written explanation of how coverage is no longer in compliance. The Contractor shall cease operations on the occurrence of any such non-renewal, cancellation, or material change and shall not resume operations until insurance is in force that complies with these requirements.

5. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

6. Verification of Coverage

The Contractor shall furnish the City with Certificates of Insurance, Additional Insured Endorsement(s) and other amendatory endorsements, or copies of the applicable insurance language, effecting coverage required herein. All certificates and endorsements shall be received by the City no less than 30 days before work commences. However, failure to obtain the required documents prior to the beginning of work shall not waive the Firm's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall hold harmless, defend at its own expense, and indemnify the City of Mason, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from City's sole negligence or willful acts.

SAFETY

1. The Contractor shall be responsible for inspecting the discharge and fallout areas the day after the display and removing all devices they have supplied. City of Mason Fire Department will also conduct an inspection of the area. Once the area has been inspected by both the Contractor and City of Mason Fire Department personnel, City staff will clean up any remaining debris from the property.

2. Fire Prevention personnel will be on site during the set-up of the display and during the firing of the show to ensure compliance with applicable fire safety codes. The Fire Department personnel may require set-up/work/exhibition to stop until any conditions contrary to this document, City of Mason rules, Ohio Fire Code or referenced NFPA standards are corrected to the satisfaction of the City.

SET-UP, SECURITY INSPECTION AND PERMITS FOR SELECTED VENDOR

1. The fireworks may not be stored inside the City of Mason corporate limits prior to set-up without prior approval and notification from the City of Mason Fire Department and securing applicable permits.
2. Site Security for Set-up and Display/Discharge Areas – The Contractor shall be responsible to restrict public access and securing of the entire fireworks, set-up, loading and discharge area. Security must be provided by the Contractor for all time periods commencing with the delivery of fireworks product and concluding after the post exhibition daylight site check and final approval of the site by the City. The security arrangements must be specified and approved by the City.
3. Site Security During the Aerial Entertainment Display – The City will restrict public access into the Aerial Entertainment exhibition area (fallout and required public / audience separation areas) during the period of the fireworks exhibition.
4. The Contractor and its licensed employees will be responsible for the search and removal of all live fireworks remaining in the fireworks display area, potential landing areas and other areas adjacent to the site. This search will be conducted at the conclusion of the fireworks exhibition and again at first daylight, on the morning after the display.
5. The Contractor shall submit, at least twenty (20) days in advance, a complete set-up schedule including security arrangements for approval by the City Coordinator along of Mason Fire Department.
6. The Contractor shall secure all proper and necessary permits for the Aerial Entertainment display and have said permits signed by the City of Mason at least twenty (20) days in advance of the Aerial Entertainment show.

REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

1. Tax exemption. All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio, and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Purchasing.
2. Proposed affidavit. If the successful Contractor should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

QUALIFICATIONS & PROPOSAL INFORMATION

Firms may bid on individual events or a total package to include all events. The City reserves the right to select individual event bids and/or total over bid for all events. The City intends to enter into a contract for 1 year with the option to renew up to five additional years. The criteria the City will use in evaluating the proposals will include, but will not be limited to the following:

- a. Qualifications of key personnel assigned to the events.
- b. Completed worksheet for each event to include total costs of each location; including sound, music, time of show, insurance, setup & teardown, safety zones, personnel, barricades etc.
- c. Similar show/display history.
- d. Current workload and ability to meet the time schedule.
- e. Thorough understanding of the 2023 Fireworks needs.

TIMELINE AND SUBMISSION OF PROPOSAL (SUBJECT TO CHANGE)

January 16, 2023	3:30 p.m.	Request for Proposal sent out via email
January 23, 2023	11:00 am.	Information Session for all interested parties
January 30, 2023	3:30 p.m.	Submit completed proposal to Joe Newton at jnewton@masonoh.org
February 13, 2023		City Council Approves Contract

ADDITIONAL INFORMATION

The City of Mason will host an informational session open to all interested firms to address questions or inquiries related to the Request for Proposal. The information session will take place on Monday, January 23, 2023 at 11:00 am: inside the Atrium Conference Room located on the first floor of the Mason Municipal Center, 6000 Mason Montgomery Road, Mason OH 45040.

MISCELLANEOUS

As a condition for selection, the Contractor is required to agree to the following, in as many of the items listed herein are important to the in terms of selection and/or will be an integral part of an agreement between the Contractor and the City.

1. The City reserves the right to accept or reject any or all proposals.
2. By submission of a proposal, the Contractor agrees that the proposal shall not be withdrawn nor altered without the written permission of the City for thirty (30) days after submission.
3. Furthermore, the Contractor, if selected, will enter into an agreement within thirty days after being selected under the terms, conditions, etc. consistent with the submitted proposal or said terms and conditions as mutually agreeable between the City and Consultant.
4. There will be no reimbursement for costs incurred by the Contractor prior to selection of the Consultant by City.

5. The Contractor must assure the City that it is an equal opportunity employer and that it does not and will not discriminate in any fashion in regard to race, sex, national origin, political affiliation, disability (handicap), and age where protected by law, or any other non-merit or non-occupational related factors.
6. Enter into a contractual agreement with the City using the City of Mason's Professional Services Agreement, available upon request.

EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Mason's specifications applying thereto unless exceptions are stated above.

The Proposer's name and address exactly as it would appear in a contract: Entity

Name: _____

Street Address: _____

City, State, Zip: _____

Proposer's Phone Number: _____

Proposer's Fax Number: _____

Proposer's E-mail Address: _____

Form of Ownership Sole Proprietorship Franchise Partnership Corporation
 Joint Venture LLC Other (Specify): _____

If a corporation, state of incorporation: _____

Federal Identification Number (or SSN if sole proprietorship): _____

Please include your IRS Form W9 with your proposal.

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

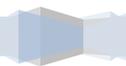


EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

Company’s Primary Business - State the proposer’s primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: _____

Current Pending Lawsuits: Please provide any and all suits either with the City of Mason or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

City of Mason Office

Federal Identification Number (or SSN if sole proprietorship):

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List Company names, addresses, and telephone numbers for at least three references presently or previously served by your Company. Do not use the City of Mason as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

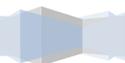
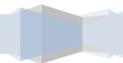


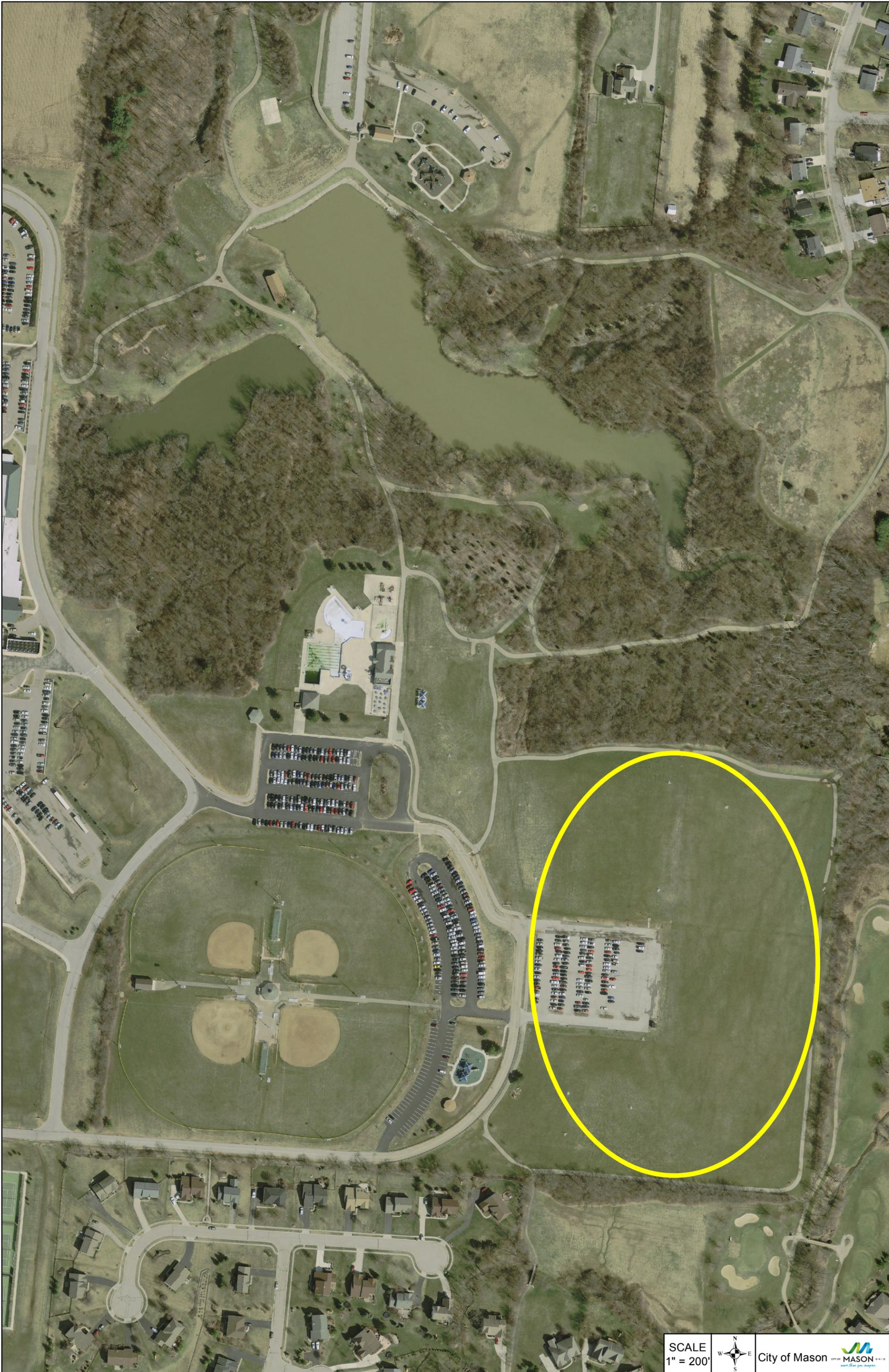
EXHIBIT C – PRICING STRUCTURE

Company Name: _____

THE REQUESTED BREAKDOWN OF ITEMIZED COSTS SHALL INCLUDE LABOR, MATERIALS, AND OTHER WORK AS REQUIRED. PROPOSAL PRICING SHALL BE LISTED ON THE PRICING SHEET BELOW. TOTAL COST NOT TO EXCEED PRICE LISTED BELOW. TO INCLUDE BUT NOT LIMITED TO THE COST OF FIREWORKS, SET-UP, LABOR, ALL ASSOCIATED INSURANCE REQUIREMENTS AND RELATED ITEMS

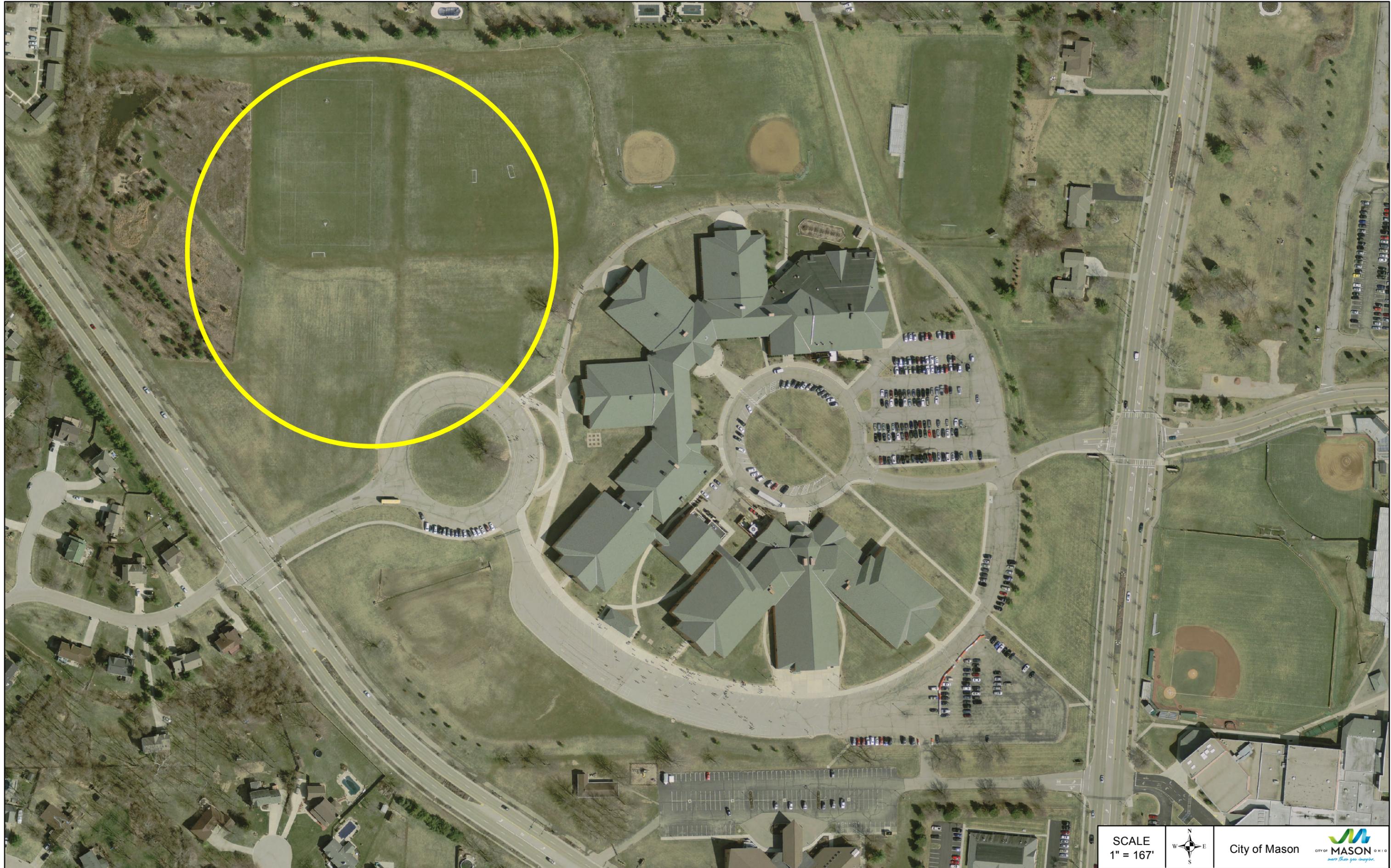
<u>Date</u>	<u>Length of Fireworks Display Preferred</u>	<u>Price</u>
May 29, 2023	12 minute Display	\$
	25 minute Display	\$
July 3, 2023	12 minute Display	\$
	25 minute Display	\$
September 16, 2023	12 minute Display	\$
	25 minute display	\$





SCALE
1" = 200'





SCALE
1" = 167'



City of Mason





SCALE
1" = 200'

