



City of Peoria, Arizona Request for Quotation



Invitation for Bid No: **RFQ 10-06** Bid Due Date: **March 17, 2010**
 Materials and/or Services: **4th of July Fireworks Display** Time: **5:00 P.M. AZ Time**
 Contact: **Terry Andersen**
 Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **9875 N. 85th Ave., 2nd Floor, Peoria, AZ 85345**

This is NOT a Purchase Order

The terms and conditions in this solicitation should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, and applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and RFQ number on the outside of the return envelope.

Delivery Location: **9875 N. 85th Avenue, Peoria, AZ 85345** Buyer: **Terry Andersen, CPPB**

Vendor Quotation

Delivery shall be made on July 4th, 2010 Calendar days after receipt of order. Payment Terms: Net 30

| Company Name | Address | City | State | Zip Code | Telephone |
|----------------------------------|-------------------|----------|-------|----------|--------------|
| Fireworks Productions of Arizona | 17034 S. 54th St. | Chandler | AZ | 85226 | 480-948-0090 |

Kendon S. Victor Kendon S. Victor Pyro Production Manager March 17, 2010
 Signature Typed Name Title Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by:
Mary Jo Waddell
 Mary Jo Waddell, City Clerk

City of Peoria, Arizona. Eff. Date: 5-13-10

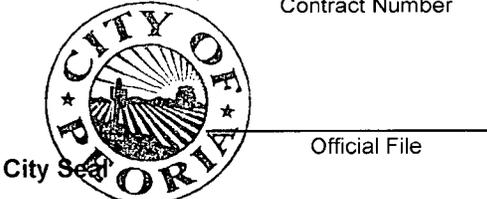
A CON 23110
 Contract Number

Approved by: *J.P. de la Montaigne*
 J.P. de la Montaigne, Community Services Director

Ellen M. Riper
 Ellen Van Riper, Assistant City Attorney

Approved as to Form: *Stephen M. Kemp*
 Stephen M. Kemp, City Attorney

Awarded on May 12 2010
Herman F. Koebergen
 Herman F. Koebergen, Materials Manager



Teresa Andersen

From: Kerry [kerry@fireworksaz.com]
Sent: Tuesday, April 27, 2010 4:10 PM
To: Teresa Andersen
Subject: Best and Final:
Attachments: CITY of PEORIA-2010 Best & Final Ltr.doc; CITY of PEORIA 070410 Prog.doc

Hi Terry,

I've attached our response letter to your Best & Final Request.
Also, I've attached a copy of the Show Program; with no reduction to Fireworks for this year if we can reach an agreement.
Please let me know if you have any questions.

Thanks,
Kerry

Kerry Welby
**President
Pyrotechnician**



480-948-0090 (office)
480-423-5430 (fax)
1-877-948-0090 (toll-free)
17034 S. 54th Street, Chandler, AZ 85226

Fireworks Productions of Arizona

April 27, 2010

City of Peoria
Community Services Dept.
Best and Final Offer Request
Quotation RFQ 10-06, 4th of July Fireworks Display

To Whom it may Concern,

From 2006 to 2009, Fireworks Productions of Arizona had a contract with the City of Peoria for its 4th of July fireworks celebration. In those 3 years FPA's cost of goods and services had increased dramatically, yet because Peoria and FPA enjoyed the benefits of being contracted with each other, the residents of the City enjoyed a great show every year at a budget of \$17,000.00 and FPA absorbed the costs of a display that had risen to \$19,000.00. When the City put its display out for bid this year, FPA submitted a display that is directly in line with the actual business costs in an effort to stay competitive yet provide for our company's business needs. As a result, the 2010 bid offered a reduction in the number of shells from previous years.

The City responded with a Best and Final Offer request letter, requesting that FPA provide the same show for the same cost. In its bid package, The City also increased the expectations of the company providing its display, outlining several key points of professionalism and performance.

FPA has always provided the best insurance coverage, the most professional conduct and finest performance of displays in the state, but that protection, training and expertise requires an investment. As a result, FPA will likely never be the lowest bidder, but what we provide will be worth every bit of the budget you are accountable for.

In response to your Best and Final Letter; FPA will provide the City of Peoria the same Fireworks Display it has received the previous 3 years if the City of Peoria will compensate FPA with a total budget of \$18,000.00 for each year, the next 3 years.

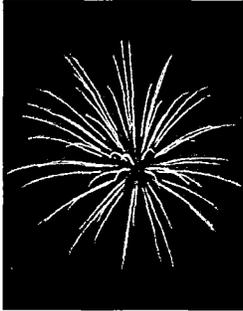
We look forward to providing another fantastic fireworks display for Peoria's residents and guests. Please advise us to the City Council's decision so that we may begin preparation for serving your community again.

Thank you for your time and review.

Pyrotechnically yours,



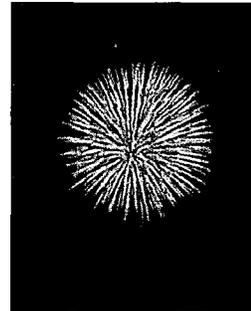
President



CITY OF PEORIA

July 4, 2010

Total Aerial Effects 1071



Opening:

Your show begins with an impressive series of powerful booms and flashing white light to excite and thrill the audience.

72 – 2 ½" Titanium Salutes

Aerial Display:

A large assortment of brilliantly-colored shells, including Chrysanthemums, Rings, Various Shapes, Waves, Crowns, Peonies, Strobes, Double Rings, Brocade Crowns, Diadems, and Crossettes in gorgeous Reds, Yellows, Blues, Greens, Silvers, and Golds.

Your Aerial Display will contain a total of 897 aerial shells.

- 3" - **324** Chinese Fancy's & Specials
- 3" - **36** Designer Cylinder Specials
- 4" - **288** Chinese Fancy's & Specials with Designer Cylinder Specials
- 5" - **54** Chinese Fancy's & Specials
- 5" - **18** Designer Pattern Specials
- 6" - **54** Chinese Fancy's & Specials
- 6" - **18** Designer Pattern Specials

Special Effects:

The Special Effects shells contain 105 – 3" color shells. To heighten the excitement the shells will be shot in groups of **7** shells.

GRANDE FINALE:

Your celebration will close in spectacular excitement as multiple styles of brilliantly-colored shells, rocket skyward growing and glowing in breath-taking Blues, Golds, Greens, Silvers, Yellows, Purples and Red.

Your Grande Finale consists of 102 aerial shells:

Your Grande Finale: 72 – 2 ½" shells, 24 – 4" shells and 6 - 6" shells.

Designed by: Fireworks Productions of Arizona



REQUEST FOR QUOTATION

INSTRUCTIONS FOR QUOTATION AND TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **Submission:** Quotations shall be signed and received by the due date and time, as designated on the Quotation.
2. **Opening:** A formal public opening will not be held for this quotation. However, all information may be publicly reviewed after award.
3. **Standard Provisions:** The City of Peoria's Instructions for Quotation and Terms and Conditions (Form COP203ITQ) and Standard Terms and Conditions (COP Form 202), where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the City of Peoria, Materials Management Division.
4. **Taxes:** The City of Peoria is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.
5. **Bid Rejection:** The City of Peoria reserves the right to reject any, or all, bids, combinations of items, or lot and to waive defects or informalities.
6. **Brand Names:** Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Request for Quotation.
7. **Erasures:** Erasures, interlineations or other modifications shall be initialed by the individual signing the Request for Quotation.
8. **Unit Price:** In case of error in the extension of prices, the unit shall govern. No Quotation shall be altered, amended or withdrawn after the specified date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
9. **New:** All items shall be new, unless otherwise stated in the specifications.
10. **Payment:** The City of Peoria will make every effort to process for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) days shall not be considered.
11. **Payment Discounts:** Payment discount periods will be computed from date of receipt of materials or services or correct invoice, whichever is later, to the date payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the City of Peoria shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.



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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the



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State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will 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 will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.



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11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.



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17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.

21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.



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22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
- Waive the non-conformance.
 - Stop the work immediately.
 - Bring material into compliance.
- This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain



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confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: Q10-06

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Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for 4th of July Fireworks Display.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Materials Manager. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Firm Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
9. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
10. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.
11. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials



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Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.

12. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
13. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

14. **Required Insurance Coverage:**

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$10,000,000 for each occurrence with a \$10,000,000 Products/Completed Operations Aggregate and a \$10,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.



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Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

15. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

16. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.



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17. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
- a. Event Understanding and Approach to Display
 - b. Experience
 - c. Similar Past Clients
 - d. Cost
 - e. Conformance to Request to Quotation
18. **Independent Contractor:**
- a. General
 - i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
 - ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.
 - b. Liability
 - i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
 - ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
 - c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.



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19. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of an devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
20. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
21. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
22. **Current Products:** All products offered in response to this solicitation shall be new and in current and ongoing production shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
23. **Serial Numbers:** Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.
24. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
25. **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
26. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.



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- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
27. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - Ensure that offices and workspaces containing customer information are secure.
 - Ensure that computer virus protection is up to date.
28. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
29. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
30. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- The contractor provides material that does not meet the specifications of the contract;
 - The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;



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- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.

31. **Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- b. If the contractor fails to perform any of the other provisions of this contract, and fails to remedy the situation within a period of ten (10) days after receipt of notice.

32. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.



SPECIFICATIONS

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Materials Management Procurement

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Background:

The City of Peoria is requesting quotes for its 4th of July fireworks display and other possible fireworks displays throughout the year. In recent years, the 4th of July event has utilized an entire practice field complex (5 fields) and the main stadium and has featured a Country Zone, Rock-n-Roll Zone, Kids Zone, Water Zone, Food Zone and High School All-Star Baseball Game. All activities at the event are free with admission at the gate. The event will not only feature fireworks but also a fly over by Luke Air Force Base, as we are anticipating 25,000 spectators for this event once again. Listed below is the event information and general requirements requested by the City of Peoria.

I. Event Information:

1. Event location: Peoria Sports Complex, 16101 N. 83rd Avenue, Peoria, Arizona
2. Fireworks shooting location: Peoria Sports Complex practice fields
3. Date: Sunday, July 4, 2010
4. Shoot Time: Approximately 9:15 p.m. to 9:35 p.m.
5. The Fireworks Theme:
 - a. Patriotic theme
 - b. Music featuring Rock-n-Roll and Country Artists (produced by the fireworks company)
 - c. Aerial displays shall be choreographed with theme.

II. General Requirements:

1. The contractor shall include a description of their company, size, location, history, etc. with quote.
2. The contractor shall submit (3) owner references that your company has provided service to in similar size projects and types of displays that have been conducted within the past two (2) years.
3. A history shall be submitted to include all infractions, citations and accidents issued in the last five (5) years and shall include a contact name and phone number for the local Authority having jurisdiction (Fire Department) where each of these infractions/citations occurred.
4. The contractor is responsible for travel expenses, set up, firing and removal of all necessary materials and structures necessary to complete the fireworks display. All Federal, State, and local licensing and insurance requirements must be met. The contractor shall make full disclosure of the materials and services provided.
5. All expenses shall be inclusive of final price.
6. Willingness to meet on site with significant parties to discuss, arrange and plan display.



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7. Contractor shall obtain a permit to conduct the fireworks display. No person, firm or corporation shall set up or operate fireworks display without first obtaining a permit. This permit is available from the Peoria Fire Department, Fire Prevention Division.
8. Contractor shall obtain and submit a permit application not less than thirty (30) days prior to the scheduled date of the display.
9. At the time of permit application, the Fire Chief or designee shall be consulted regarding requirements for standby fire apparatus.
10. The contractor shall submit a written clean up and hazardous material disposal plan at the time of permit application.
11. Prior to any fireworks being brought on the site, the Fire Department and the authorized company agent shall conduct a pre-site inspection.
12. The contractor shall include any contract provisions, including deposit and cancellation requirements.
13. The contractor shall include a description of services to be provided with quote.
14. The show length shall be no less than 20 minutes.
15. The contractor shall provide the music consistent with the patriotic theme with a balanced mix of Rock-n-Roll and Country Artists. The contractor shall provide 3 copies of the music in CD format.
16. The shell sizes shall be limited to those that meet site limitations. Only paper shells will be allowed.
17. The contractor shall include a detailed list on the type of common and special fireworks, which are being used and the number of shells by size and type.
18. In addition to the quote, the vendor shall include specialty signature shells, which may be included as part of a ground display, which are specific to your company's characteristics.
19. The July 4th display cost shall not exceed \$17,000.
20. The required insurance coverage is set at \$10,000,000 for this event.
21. The contractor shall supply sketches or pictures of ground displays that your company has designed for similar size shows.
22. The contractor or security shall be on the site during all times explosives are present.
23. The contractor shall include a list of all personnel who will be operating, conducting or assisting with the display along with their qualifications, addresses, phone number, age, emergency contact name, address, and phone number (the emergency contact is **not** to be the company).



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24. The contractor shall submit all qualifications, training, certifications and experience, in a resume format for each person working on site. Two (2) passport photos (black & white) of each person shall be attached (paper clipped) to their resume. **Photocopies of photos will not be accepted.**
25. The contractor shall handle themselves in a professional manner at all times.
26. No unnecessary personnel are allowed on the site at any time.
27. The contractor security personnel shall limit access to the discharge area to those who have the proper credentials are authorized by the Fire Chief, or designee. A single access point shall be known as the "Lobby" and security personnel shall be known as "Lobby Control". A personnel accountability board shall be located at the "Lobby" and utilized to account for all personnel entering and leaving the discharge area. Entry by Unauthorized Personnel is **prohibited**. Any Unauthorized Personnel entering the site shall cause immediate ceasing of all activities in the discharge area, this shall continue until the authorized person is escorted out of the area. Notification by the Fire Chief and Police Chief, or their designees, shall be made when warranted.
28. The City of Peoria will provide a display area for the event and City permit fees will be waived.
29. The services rendered shall meet all City, State, and Federal regulations and be a type expected and accepted by the Pyrotechnics Industry.
30. Safety of spectators, employees, volunteers and property are of paramount concern.
31. The contractor shall provide proof of hazardous materials certificates of registration with the Department of Transportation.
32. In addition to the July 4th event, the City hosts other events that might require a fireworks show. Some examples of other events are Baseball games, Concerts, Halloween and Old Town Holiday Festival. The contractor shall submit a cost for a five (5) minute fireworks show and a ten (10) minute fireworks show. The contractor shall provide details for each show and what each show will include or consist of.



SUBMITTAL REQUIREMENTS

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PROPOSAL FORMAT:

Proposals shall be submitted in one (1) original and one (1) copy on the forms and in the format as specified in the Request for Proposal.

II. PROPOSAL CONTENT: The following items shall be addressed in the proposal submission.

- A. Event Understanding and Approach to Display
- B. Overall Experience
 - a. Firm Experience
 - b. Staff Experience
- C. Similar Past Clients - Provide a minimum of three (3) owner references for similar service. (Complete Page 22)
- D. Cost Considerations - Offeror shall complete the Price Sheet on Page 21, per specifications.
- E. Conformance to Request for Proposal – Failure to provide all requested information may result in Vendor’s proposal being rejected as non-responsive.
- F. Exceptions – Any exceptions to the RFP must be clearly noted and identified on Page 23.

III. EVALUATION CRITERIA

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- A. Event Understanding and Approach to Display
- B. Overall Experience
- C. Similar Past Clients
- D. Cost
- E. Conformance to Request for Proposal

The City reserves the right to consider historic information and facts, whether gained from the Offeror’s proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

IV. PRICE SHEET INSTRUCTIONS

Complete Price Sheet per specifications.



SUBMITTAL REQUIREMENTS

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V. Proposal Submittal and Contact Information:

Proposals are due no later than 5:00 P.M. on March 17, 2010. Proposals shall be submitted in one (1) original and one (1) copy and shall be delivered to:

City of Peoria
Materials Management
RFQ10-06 4th of July Fireworks Display
9875 N. 85th Avenue, 2nd Floor
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package.

All questions regarding this proposal should be directed to Terry Andersen, Buyer I at (623) 773-7981 or E-mail: Teresa.Andersen@peoriaaz.gov

Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.



PRICE SHEET

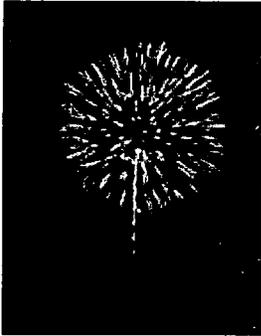
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Solicitation Number: **Q10-06**

Company Name:

| Item | Description of material and/or services | Quantity | Unit | Unit Price | Extended Price |
|-------------------------------------|--|----------|------|------------|----------------------------|
| 1. | 4 th of July Fireworks Display, per specifications | 1 | Job | \$ _____ | \$ <u>17,000.00</u> |
| 2. | Five (5) minute Fireworks Display, as needed | 1 | Job | \$ _____ | \$ <u>3,750.00</u> |
| 3. | Ten (10) minute Fireworks Display, as needed <small>*Note: Job Bid contains cost of materials, labor (Pyro Crew), delivery, set-up, presentation, tear-down and insurance. Extended Price contains taxes figured on materials only. Taxes listed below are combined taxes from 3 shows, included in Extended Price.</small> | 1 | Job | \$ _____ | \$ <u>7,000.00</u> |
| Subtotal: | | | | | \$ <u>27,750.00</u> |
| Tax Rate <u>6.3</u> % Taxes: | | | | | \$ <u>1,096.20</u> |
| Total: | | | | | \$ <u><u>27,750.00</u></u> |

PROPOSAL
July 4th Fireworks Display

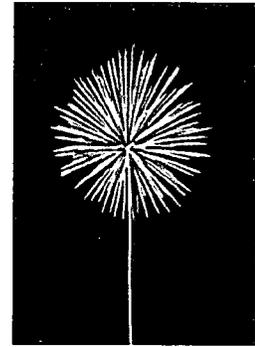


CITY OF PEORIA

Sunday, July 4th, 2010

20 – 25 Minute Fireworks Display

Total Aerial Effects 892



Opening:

Your show begins with an impressive series of powerful booms and flashing white light to excite and thrill the audience.

36 – 2 ½" Titanium Salutes

Aerial Display:

A large assortment of brilliantly-colored shells, including Chrysanthemums, Rings, Various Shapes, Waves, Crowns, Peonies, Strobes, Double Rings, Brocade Crowns, Diadems, and Crossettes in gorgeous Reds, Yellows, Blues, Greens, Silvers, and Golds.

Your Aerial Display will contain a total of **684** aerial shells.

- 3" - **252** Chinese Fancy's & Specials
- 3" - **36** Designer Cylinder Specials
- 4" - **216** Chinese Fancy's & Specials
- 4" - **36** Designer Cylinder Specials
- 5" - **54** Chinese Fancy's & Specials
- 5" - **18** Designer Pattern Specials
- 6" - **54** Chinese Fancy's & Specials
- 6" - **18** Designer Pattern Specials

Special Effects:

The Special Effects shells contain **70** – 3" color shells. To heighten the excitement the shells will be shot in groups of **7** shells.

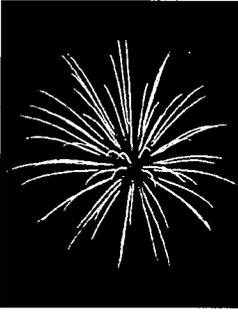
GRANDE FINALE:

Your celebration will close in spectacular excitement as multiple styles of brilliantly-colored shells, rocket skyward growing and glowing in breath-taking Blues, Golds, Greens, Silvers, Yellows, Purples and Red.

Your Grande Finale consists of **102** aerial shells:

Your Grande Finale: **72** – 2 ½" shells, **24** – 4" shells and **6** – 6" shells.

Designed for the City of Peoria by: Fireworks Productions of Arizona

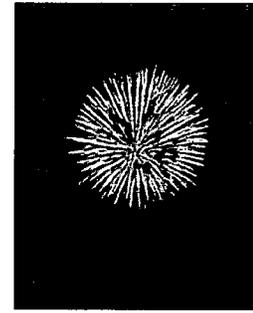


CITY OF PEORIA

Date: TBD

5 Minute Fireworks Display

Total Aerial Effects 193



Opening:

Your show begins with an impressive series of powerful booms and flashing white light to excite and thrill the audience.

7 – 3" Titanium Salutes

Aerial Display:

A large assortment of brilliantly-colored shells, including Chrysanthemums, Rings, Various Shapes, Waves, Crowns, Peonies, Strobes, Double Rings, Brocade Crowns, Diadems, and Crossettes in gorgeous Reds, Yellows, Blues, Greens, Silvers, and Golds.

Your Aerial Display will contain a total of 144 aerial shells.

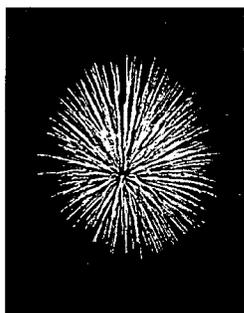
- 3" - 72 Chinese Fancy's & Specials
- 4" - 36 Chinese Fancy's & Specials
- 5" - 18 Chinese Fancy's & Specials
- 6" - 18 Chinese Fancy's & Specials

GRANDE FINALE:

Your celebration will close in spectacular excitement as multiple styles of brilliantly-colored shells, rocket skyward growing and glowing in breath-taking Blues, Golds, Greens, Silvers, Yellows, Purples and Red.

Your Grande Finale consists of 42 aerial shells:

Your Grande Finale: 28 – 3" shells, 12 – 4" shells and 2 - 6" shells.

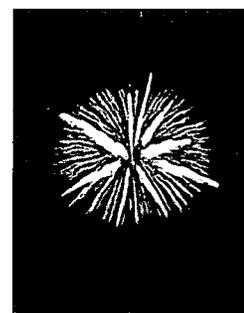


CITY OF PEORIA

Date: TBD

10 Minute Fireworks Display

Total Aerial Effects 353



Opening:

Your show begins with an impressive series of powerful booms and flashing white light to excite and thrill the audience.

7 – 3” Titanium Salutes

Aerial Display:

A large assortment of brilliantly-colored shells, including Chrysanthemums, Rings, Various Shapes, Waves, Crowns, Peonies, Strobes, Double Rings, Brocade Crowns, Diadems, and Crossettes in gorgeous Reds, Yellows, Blues, Greens, Silvers, and Golds.

Your Aerial Display will contain a total of 288 aerial shells.

- 3” - 108 Chinese Fancy’s & Specials
- 3” - 36 Designer Cylinder Specials
- 4” - 72 Chinese Fancy’s & Specials
- 5” - 36 Chinese Fancy’s & Specials
- 6” - 27 Chinese Fancy’s & Specials
- 6” - 9 Designer Pattern Specials

GRANDE FINALE:

Your celebration will close in spectacular excitement as multiple styles of brilliantly-colored shells, rocket skyward growing and glowing in breath-taking Blues, Golds, Greens, Silvers, Yellows, Purples and Red.

Your Grande Finale consists of 58 aerial shells:

Your Grande Finale: 35 – 3” shells, 20 – 4” shells and 3 - 6” shells.



QUESTIONNAIRE

Solicitation Number: Q10-06

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Please list a minimum of three (3) owner references whom the Materials Management Division may contact:

1. Company: Scheinder-Yates & Associates-Tempe Town Lake-Kiwanis of Tempe
Contact: Judy Yates
Address: 4071 W. Linda Lane
Chandler, AZ 85226
Phone: 480-940-8666

2. Company: City of Cottonwood-Cottonwood Parks & Recreation
Contact: Richard Faust -Parks & Rec Director
Address: 827 N. Main
Cottonwood, AZ 86326
Phone: 928-639-3200; Ext. 811

3. Company: City of Maricopa
Contact: Nicole Dailey - Assistant City Manager
Address: 45145 W. Madison Avenue
Maricopa, AZ 85239
Phone: 520-316-6815



QUESTIONNAIRE

Solicitation Number: Q10-06

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Bidders are to indicate below any exceptions they have taken to the Specifications:

I. Event Information

5. The Fireworks Theme:

- b. Music featuring Rock-n-Roll and Country Artists (produced by the fireworks company)

FPA no longer provides music tracks of copy-written material in the effort to be in complete legal compliance regarding all copyrights, usage rights and broadcast licensing. This for the protection of FPA and client from liability of illegal usage. FPA can provide instrumental, up-beat, patriotic-themed music to accompany its displays or will choreograph its displays to music provided by the client.



QUESTIONNAIRE

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **Q10-06**



Attach a copy of your Business License to your bid submittal.

Fireworks Productions of Arizona Business License Attached



ARIZONA DEPARTMENT OF REVENUE
 LICENSE & REGISTRATION SECTION
 1600 WEST MONROE
 PHOENIX, ARIZONA 85007-2650

EFFECTIVE DATE
 June 16, 1997

TRANSACTION PRIVILEGE TAX LICENSE
 -NOT TRANSFERABLE-

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to the Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

0900016117290

07548796

ALL communications and reports MUST REFER to this LICENSE NO.

Issued To: FIREWORKS PRODUCTIONS OF ARIZONA LTD
 3610 E BRIARWOOD TER
 PHOENIX AZ 85048-7980

BUSINESS CLASS

017 Retail

Location: FIREWORKS PRODUCTIONS OF ARIZONA
 17034 S 54TH ST
 CHANDLER AZ 85226

PROGRAM CITIES

NONE

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue.



QUESTIONNAIRE

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: **Q10-06**

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No X .

If yes, please provide details and documentation of the certification.



Q10-06

City of Peoria

4th of July Fireworks Production

RFQ Q10-06 TABLE OF CONTENTS

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Letter of Intent

Fireworks Productions of Arizona is submitting this proposal in response to the City of Peoria's Fireworks Productions Services Q10-06.

This submission is to provide for the City of Peoria three fireworks displays; July 4th and two displays to be determined at a later date.

The first display will be in celebration of our country's Independence Day, providing a spectacular combination of aerial effects ranging in shells sizes from 3" Fancies to 6" Shape and Pattern shells. The display will open with a powerful barrage, last approximately 20 – 25 minutes and finish with an incredible Grand Finale'.

The second and third displays, although smaller in scope, will be no less exciting and colorful. The 5 minute display will also begin with a powerful barrage, use 3" to 6" shells and end with a thrilling Grand Finale'. The 10 minute display will begin with a powerful barrage of booming Titanium Salutes, use 3" Chinese Fancies to 6" Pattern shells and end with a thrilling and exciting Grand Finale'.

Fireworks Productions of Arizona will be responsible for providing all equipment, fireworks, Licensed Head Pyro and personnel for the safe Load-in, Set-up, Display Presentation, Load-out and Clean-up of all boxes and equipment from the display area.

Fireworks Productions of Arizona will also provide the City of Peoria, it's partners and sponsors with liability coverage in the amount of \$10,000,000.00.

Fireworks Productions of Arizona thanks the City of Peoria for being considered to provide this spectacular and fantastic entertainment.

The City of Peoria's July 4th Celebration and Fireworks
Sunday, July 4th, 2010
Scope of Presentation

Fireworks Productions of Arizona, the state's largest and oldest-established fireworks company is honored to be considered for Peoria's 2010 celebration of our nation's independence.

Our presentation philosophy is simple, "provide the safest, most professional and exciting fireworks display to your audience and guests."

Our design for Peoria's presentation is one of 892 beautiful shells and fiery effects blazing brilliantly in a 20 to 25 minute display against the night sky over the city.

This presentation will open as follows:

Your celebration will open with a stirring, powerful barrage of 36 -2.5" **Titanium Salutes**, booming with flashes of bright light, to excite and thrill the citizens and guests of Peoria.

The Main Show then begins. The darkened canvas of the night will come alive in gorgeous hues of brilliantly-colored shells.

Over the course of the evening, the audience will thrill to:

252 - 3" Fancies, Specials & 36 - 3" Designer Cylinder shells providing beautiful hues and fiery effects.

A combination of quality Fancies and Specials; including *Glittering Golden Peonies w/Glitter Comet, Crackling Red, White Twinkling, Willow to Color, Half Blue & Purple, Silver to Blue, Red to Green, Golden Flashing to Red, Silver Wave to Yellow, Green Flashing* and a multitude more of crowd-pleasing colors bursting in Peonies, Waves, Willows, Chrysanthemums and Diadems.

Mixed in with the spectacular 3" aerial shells:

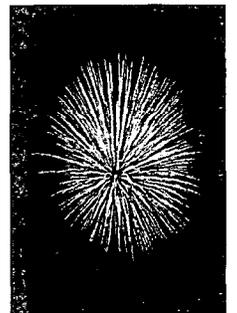
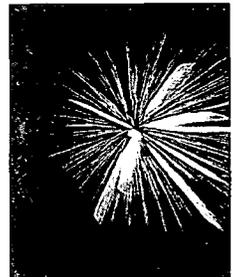
216 - 4" Fancies and 36 - 4" Designer Cylinder shells will rise even higher spreading out across the sky.

These Fancies and Designer Cylinders will include *Red to Blue Crossettes, Brocade Green to Purple, Golden to Green Coconut, Glittering Blue to Crackling, Silver Wave to Red to Blue, Green Diadem to Purple, Red Chrys. w/Blue Pistils, Yellow to White Flashing* and a large selection of Crackling, Crossettes, Waves, Peonies, Diadems, Willows and Chrysanthemums.

Joining with the fantastic 4" shells:

54 - 5" color and 18 - 5" Pattern shells will climb high and burst into a variety of shapes and colors.

This variety of Specialty and Pattern shells will include *Red to Blue Crossette Ring w/Silver Crackling, Cross w/ Ring, Dancing Butterfly, Silver Thundering Dragon, Crackling Spider, Red Ring w/ White Strobe to Salute, Double Crossette Ring, Jupiter Star, Four Season Flower w/ Ring, Small Red Fish, Red Ring w/ White Strobe to Salute* and an assortment of gorgeous Willows, Diadems, Peonies, Waves and Chrysanthemums.

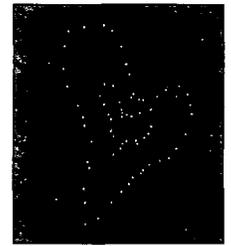


Display Continues on following page

Combining in the sky with the exciting 5" shells:

54 - 6" color and 18 - 6" Pattern shells with Strobes, Brocades Crackling, Waves, Peonies, Diadems, Willows and Chrysanthemums and Crossettes will bring roars of approval and pleasure.

Included with this mixture of Fancies and Pattern shells; *Double Hearts, Spiral Ring, Red Pointed 5 Star w/ Ring, Mickey Mouse, Red Rose, Four Color Change Rings, Red-White-Blue-3 Cross Rings, Spiral Ring, Silver Hearts, Blue Seven Stars w/ Silver Wave Red Ring, and Smiley Face.*



10 Barrages of 7- 3" Special Effects color shells to be fired throughout the display for added excitement.

Just when it seems there could be no more beauty in the sky:

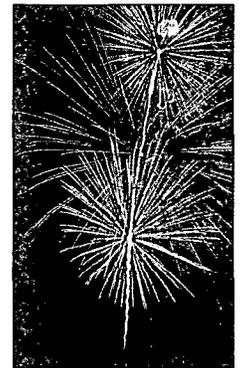
A rousing, breath-taking Grande Finale will add the final amazing, emotional rise in the celebration.

An amazing combination of 102 individual, fiery shells:

6 - 6" color shells;

22 - 4" color shells;

72 - 2 1/2" color shells



This outstanding Grande Finale will turn night-time into day in a final wash of fiery color, bringing the audience and guests of Peoria into thunderous applause, having enjoyed a thrilling celebration of their community and our nation.

Fireworks Productions of Arizona will provide all of the aerial fireworks shells, racks, tubes, and safety equipment to present a safe presentation in accordance with NFPA 1123.

The display will be overseen by a licensed, professionally trained Head Pyrotechnician assisted by a trained, experienced crew.

FIRM EXPERIENCE

Fireworks Productions of Arizona, has been providing safe, spectacular fireworks presentations for the state of Arizona since 1953. We are a full service provider, which handles all of the details required to plan, set-up and discharge a successful fireworks display.

Along with 4th of July, FPA provides fireworks for:

High School Events...Weddings...Corporate Events...Public Events...Private Parties...College Athletics...Arizona Professional Sports Teams

FPA produces over 500 displays a year.

FPA is licensed with the Bureau of Alcohol, Tobacco and Firearms.

FPA complies with all regulations for Fireworks Display outlined in the National Fire Protection Agency, Chapter 1123, for outdoor displays.

FPA carries \$10,000,000.00 in General Liability Insurance.

The general aggregate applies per project/per location.

FPA carries \$10,000,000.00 in automobile liability insurance.

FPA carries \$9,500,000.00 Workman's Compensation Insurance.



A+ Accreditation

FPA is a member in good standing with:

The American Pyrotechnics Association
NFPA National Fire Prevention Association
The Pyrotechnic Guild International
National Fireworks Association
Ahwatukee Foothills Chamber of Commerce
Phoenix Convention and Visitors Bureau
Arizona Parks and Recreation Association
Arizona Better Business Bureau



FIRM OVERVIEW

Fireworks Productions of Arizona is in the primary business of providing safe, entertaining outdoor aerial and indoor close-proximity fireworks displays. Fireworks Productions of Arizona (FPA) also provides safety training, fireworks and equipment to communities to shoot their own displays as well as providing Inspection Training for Fire Inspectors and Authorities Having Jurisdiction (AHJ's).

FPA provides for over 500 fireworks displays per year almost exclusively in the state of Arizona. Although FPA provides fireworks for corporate events, high school events, professional sports and college teams, 4th of July provides for the production of the largest displays. In its five decades of business, FPA has provided for, and continues to provide for high profile displays like Tempe Town Lake, Tucson "A" Mountain, Mesa Sertoma Club, Chandler Lions Club, Queen Creek Kiwanis, Rawhide, the City of Peoria, the Town of Surprise, Lake Pleasant Marina, the Town of Cottonwood, Benson, Marana and all of the displays for the seven districts of the Gila River Indian Community.

FPA's sole office is located in Chandler, Arizona.

FPA started as the original fireworks company in Arizona in 1953. In its over 50 years of providing fireworks across the state, FPA's operation as a privately-owned, family-run business has allowed it to keep tight control over the types of individuals working as its pyrotechnicians. This has insured a strict attention to the laws, regulations and safety details of providing fireworks displays. FPA is a Sub-S Corporation owned by Kerry and Lori Welty. The official company name is FPA, Ltd., an Arizona Corporation but continues, as for the past 50 years, DBA Fireworks Productions of Arizona.



STAFF EXPERIENCE

Fireworks Productions of Arizona has successfully provided safe, exciting fireworks displays to various municipalities around Arizona since 1953.

FPA is the largest, longest-established provider of fireworks in the state. FPA provides for more of Arizona's fireworks than any other company, in or out of the state.

In all events, FPA provides experienced, licensed Head Pyrotechnicians and crews that are responsible for set-up, providing the display and load-out of all fireworks and equipment.

The Head Pyrotechnicians work closely with all authorities and event planners to provide the safest and most entertaining show possible.

Since the year 2000, and in most cases much earlier, FPA has provided comparable services for comparable budgets every year to the present for:

Apache Gold Casino-Globe
Town of Benson
Bucky's Casino-Prescott
Casino Del Sol
Chandler Lions Club
Cliff Castle Casino-Camp Verde
City of Cottonwood

Luke Air Force Base-Goodyear
Paradise Casino-Yuma
Pleasant Harbor Marina-Lake Pleasant
City of Surprise
Tempe Town Lake
Town of Marana
City of Tucson- A Mountain





DEPARTMENT OF THE TREASURY - BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

LICENSE/PERMIT (18 U.S.C. CHAPTER 40, EXPLOSIVES)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555) you may engage in the activity specified in this license/permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. See "WARNING" and "NOTICES" on back.

| | | | |
|------------------------------------|---|-----------------------------|----------------------|
| DIRECT ATF CORRESPONDENCE TO | Christopher R. Reeves Chief, Federal Explosives Licensing Center (FELC) Bureau of Alcohol, Tobacco, Firearms and Explosives 244 Needy Road Martinsburg, West Virginia 25401-9431 Telephone: 1-877-283-3352 Fax: 1-304-260-1141 | LICENSE PERMIT NUMBER | 9-AZ-013-54-0L-00322 |
| | | EXPIRATION DATE | November 1, 2010 |

NAME: FIREWORKS PRODUCTIONS OF ARIZONA LTD

Premises Address CHANGES? You must notify the FELC at least 10 days before the move.
17034 S 54TH ST
CHANDLER, AZ 85226-

TYPE OF LICENSE OR PERMIT
54-USER OF FIREWORKS (DISPLAY)

CHIEF, FEDERAL EXPLOSIVES LICENSING CENTER (FELC)
Christopher R. Reeves
Christopher R. Reeves

PURCHASING CERTIFICATION

I certify that this is a true copy of a license/permit issued to me to engage in the activity specified.

Mailing Address CHANGES? You must notify the FELC at least 10 days before the change.
FIREWORKS PRODUCTIONS OF ARIZONA LTD
17034 S 54TH ST
CHANDLER, AZ 85226-

The licensee/permittee named herein shall use a reproduction of this license/permit to assist a transferor of explosives to verify the identity and status of the licensee/permittee as provided in 27 CFR Part 555. The signature on each reproduction must be an ORIGINAL signature.

ATF F 5400.14/5400.15, Part 1 (8/89)

This copy for proof of license purposes only.
Fireworks Productions of Arizona



DEPARTMENT OF THE TREASURY - BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

LICENSE/PERMIT (18 U.S.C. CHAPTER 40, EXPLOSIVES)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555) you may engage in the activity specified in this license/permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. See "WARNING" and "NOTICES" on back.

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| DIRECT ATF CORRESPONDENCE TO | Christopher R. Reeves Chief, Federal Explosives Licensing Center (FELC) Bureau of Alcohol, Tobacco, Firearms and Explosives 244 Needy Road Martinsburg, West Virginia 25401-9431 Telephone: 1-877-283-3352 Fax: 1-304-260-1141 | LICENSE PERMIT NUMBER | 9-AZ-013-51-0L-00321 |
| | | EXPIRATION DATE | November 1, 2010 |

NAME: FIREWORKS PRODUCTIONS OF ARIZONA LTD

Premises Address CHANGES? You must notify the FELC at least 10 days before the move.
17034 S 54TH ST
CHANDLER, AZ 85226-

TYPE OF LICENSE OR PERMIT
51-IMPORTER OF FIREWORKS (DISPLAY)

CHIEF, FEDERAL EXPLOSIVES LICENSING CENTER (FELC)
Christopher R. Reeves
Christopher R. Reeves

PURCHASING CERTIFICATION

I certify that this is a true copy of a license/permit issued to me to engage in the activity specified.

Mailing Address CHANGES? You must notify the FELC at least 10 days before the change.
FIREWORKS PRODUCTIONS OF ARIZONA LTD
17034 S 54TH ST
CHANDLER, AZ 85226-

The licensee/permittee named herein shall use a reproduction of this license/permit to assist a transferor of explosives to verify the identity and status of the licensee/permittee as provided in 27 CFR Part 555. The signature on each reproduction must be an ORIGINAL signature.

ATF F 5400.14/5400.15, Part 1 (8/89)

This copy for proof of license purposes only.
Fireworks Productions of Arizona

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2008-2010

Registrant: FIREWORKS PRODUCTIONS OF ARIZONA
Attn: LORI JO WELTY
17034 S. 54TH ST.
CHANDLER, AZ 85226

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 051208 552 094QR Issued: 05/12/2008 Expires: 06/30/2010

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-62, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

Fireworks Productions of Arizona
17034 S. 54th St.
Chandler, AZ 85226
Office 480-948-0090 ~ Fax 480-423-5430

FIREWORKS DISPLAY CONTRACT
City of Peoria July 4th, 2010 Celebration

This fireworks display contract is between FPA, Ltd., an Arizona Corporation DBA Fireworks Productions of Arizona ('FPA'), and City of Peoria.

FPA is in the business of selling and displaying fireworks, and City of Peoria wants FPA to provide a fireworks display for City of Peoria's benefit. The parties therefore agree as follows:

1. **The Display.** FPA will provide and exhibit fireworks for a display on Sunday, 7/4/2010. The display will substantially comply with the program set forth in Exhibit A.
2. **Contract Price.** City of Peoria will pay FPA the sum of \$17,000.00 (the 'Contract Price') as consideration for the fireworks display. Payment will be made as follows:
 - a. Purchase Order in 100% of the Contract Price upon the signing of this contract and due on or before **May 15, 2010**;
 - b. The balance of the Contract Price within thirty days after the completion of the Fireworks Display.

City of Peoria agrees to pay interest at the rate of 2% per month on any delinquent balance until the debt is paid in full. In the event that City of Peoria fails to perform its obligations and responsibilities pursuant to this contract and it becomes necessary for FPA to enforce its rights by hiring an attorney, City of Peoria will be responsible for, in addition to any other sums for which it is found responsible, all attorney fees and costs incurred by FPA in collecting said sums.

3. **Permits.** FPA will advise City of Peoria of all applicable state and federal permits that must be secured in connection with the fireworks display. FPA will apply for and secure, all permits, licenses, and approvals required by all applicable local, state, or federal laws and regulations as well as any imposed or required by local police or fire departments. FPA will provide City of Peoria evidence of the acquisition and validity of all required permits, licenses, and approvals no later than seven days before the Original Date.
4. **Insurance.** FPA shall secure and maintain, at all times during the term of this contract a policy or policies of insurance known as: (1) Commercial General Liability in the amount of \$10,000,000. (2) Business Automobile Liability in the amount of \$10,000,000. (3) Worker's Compensation (Industrial Insurance) in the amount of \$9,500,000.
5. **Display Site.** City of Peoria will procure and furnish a place suitable to FPA for the fireworks display. The site will be sufficient to accommodate spectator viewing areas, vehicle parking areas, and the Display Site. 'Display Site' means the discharge site, the fallout site, and the required separation distance from mortars to the spectator viewing

areas in compliance with the most recent edition of the National Fire Protection Association 1123 Code for Fireworks Display.

6. **Security.** City of Peoria will furnish all necessary materials for and will set up restraining lines pursuant to instructions supplied by FPA and in compliance with most recent edition of the National Fire Protection Association 1123 Code for Fireworks Display. City of Peoria will hire and provide, at its own cost and expense, adequate private or public security personnel to ensure that no vehicles are parked within the Display Site and that no individuals, other than those specifically authorized by FPA, enter the Display Site. The security personnel will remain on the perimeter of the Display Site and will not enter the Display Site before, during, or immediately following the fireworks display.
7. **Cleanup of Display Area.** Following the display, FPA will be responsible for cleanup of all boxes and equipment and policing of the display area including the removal of all unexploded fireworks, removal of frames, sets, and lumber, and the refilling of holes.
8. **Weather or Safety Cancellation.** If FPA or the Authority Having Jurisdiction (AHJ) determines that display of fireworks on the date and at the time set forth in paragraph one (the 'Original Date') would be impossible or impractical because of inclement weather or safety concerns, the display will be canceled. City of Peoria will pay FPA, its 'Actual Expenses' related to preparation for the unsuccessful displays on the Original Date. 'Actual Expenses' shall include expenses for travel, lodging, labor, meals, rentals, permits, setup and dismantling of the display, and any other expenses related to the unsuccessful attempts to present the display on the Original Date.
9. **Cancellation.** The parties acknowledge that, if City of Peoria cancels this contract, FPA will suffer damages. They further acknowledge that those damages will be uncertain as to amount and difficult to prove. In the event that City of Peoria does cancel this contract, therefore, FPA will be entitled to recover, not as a penalty, but as liquidated damages, an amount set forth below:
 - a. If cancellation occurs more than 30 days before the Original Date, an amount equal to 10% of the Contract Price;
 - b. If cancellation occurs no more than 30 days and no less than 1 days before the Original Date, an amount equal to 50% of the Contract Price;
 - c. On or after the Original Date, an amount equal to 100% of the Contract Price.
10. **Not a Partnership.** This agreement shall not be construed so as to create a partnership, joint venture, employment, or agency relationship between the parties.
11. **Acts of God.** In the event of fire, accident, strike, act of God, terrorism or other causes beyond the reasonable control of either party that prevent performance of either or both parties' obligations under this contract (other than inclement weather or safety concerns as described in paragraph nine) each party hereby releases the other from any and all obligations hereunder, except for liabilities that may have already accrued to such time.
12. **Indemnifications and Liability.** City of Peoria will hold harmless and indemnify FPA from any demands, claims, causes of action or liability arising from damage to or destruction of real or personal property or bodily or personal injuries, whether arising from tort, contract, or otherwise, that occur directly or indirectly from the failure of City of Peoria to comply with its obligations and responsibilities as set forth in this contract, including attorney fees and costs. City of Peoria shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, or punitive damages

from FPA, including, without limitation, loss of income or profits.
13. **Whole Agreement.** This written contract, including Exhibit A, is the entire agreement between the parties. No statement, promise, or inducement made by either party or agent of either party that is not contained in this written contract will be valid or binding. This contract may not be enlarged, modified, or altered, except in writing signed by both parties.

FPA, Ltd.

City of Peoria



(Authorized Signature)

(Authorized Signature)

Title: Pyro Production Manager

Date: March 17, 2010

Title: _____

Date: _____

Infractions, Citations & Accidents History

Fireworks Productions of Arizona has not been issued with any citations, nor been cited for any infractions, nor had any accidents or received any reprimands from any Authority Having Jurisdiction in the last 5 years.

(5 year history per request of City of Peoria Solicitation Number: Q10-06)





City of Peoria, Arizona Request for Quotation



Invitation for Bid No: **RFQ 10-06** Bid Due Date: **March 17, 2010**
 Materials and/or Services: **4th of July Fireworks Display** Time: **5:00 P.M. AZ Time**
 Contact: **Terry Andersen**
 Location: City of Peoria, Materials Management Phone: **(623) 773-7115**
 Mailing Address: **9875 N. 85th Ave., 2nd Floor, Peoria, AZ 85345**

This is NOT a Purchase Order

The terms and conditions in this solicitation should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, and applicable taxes. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and RFQ number on the outside of the return envelope.

Delivery Location: **9875 N. 85th Avenue, Peoria, AZ 85345** Buyer: **Terry Andersen, CPPB**

Vendor Quotation

Delivery shall be made on July 4th, 2010 Calendar days after receipt of order. Payment Terms: Net 30

| Company Name | Address | City | State | Zip Code | Telephone |
|----------------------------------|-------------------|----------|-------|----------|--------------|
| Fireworks Productions of Arizona | 17034 S. 54th St. | Chandler | AZ | 85226 | 480-948-0090 |

Kendon S. Victor Kendon S. Victor Pyro Production Manager March 17, 2010
 Signature Typed Name Title Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by:
Mary Jo Waddell
 Mary Jo Waddell, City Clerk

City of Peoria, Arizona. Eff. Date: 5-13-10

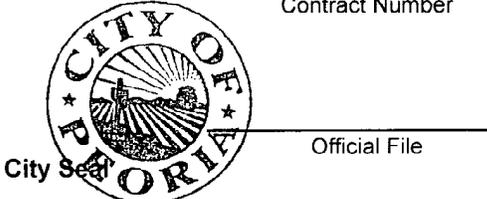
ACON23110
 Contract Number

Approved by: *J.P. de la Montaigne*, Community Services Director
Ellen Van Riper, Assistant City Attorney

Approved as to Form: *Stephen M. Kemp*, City Attorney

Awarded on May 12 2010

Herman F. Koebergen
 Herman F. Koebergen, Materials Manager



Teresa Andersen

From: Kerry [kerry@fireworksaz.com]
Sent: Tuesday, April 27, 2010 4:10 PM
To: Teresa Andersen
Subject: Best and Final:
Attachments: CITY of PEORIA-2010 Best & Final Ltr.doc; CITY of PEORIA 070410 Prog.doc

Hi Terry,

I've attached our response letter to your Best & Final Request.

Also, I've attached a copy of the Show Program; with no reduction to Fireworks for this year if we can reach an agreement.

Please let me know if you have any questions.

Thanks,
Kerry

Kerry Welby

**President
Pyrotechnician**



480-948-0090 (office)
480-423-5430 (fax)
1-877-948-0090 (toll-free)
17034 S. 54th Street, Chandler, AZ 85226

Fireworks Productions of Arizona

April 27, 2010

City of Peoria
Community Services Dept.
Best and Final Offer Request
Quotation RFQ 10-06, 4th of July Fireworks Display

To Whom it may Concern,

From 2006 to 2009, Fireworks Productions of Arizona had a contract with the City of Peoria for its 4th of July fireworks celebration. In those 3 years FPA's cost of goods and services had increased dramatically, yet because Peoria and FPA enjoyed the benefits of being contracted with each other, the residents of the City enjoyed a great show every year at a budget of \$17,000.00 and FPA absorbed the costs of a display that had risen to \$19,000.00. When the City put its display out for bid this year, FPA submitted a display that is directly in line with the actual business costs in an effort to stay competitive yet provide for our company's business needs. As a result, the 2010 bid offered a reduction in the number of shells from previous years.

The City responded with a Best and Final Offer request letter, requesting that FPA provide the same show for the same cost. In its bid package, The City also increased the expectations of the company providing its display, outlining several key points of professionalism and performance.

FPA has always provided the best insurance coverage, the most professional conduct and finest performance of displays in the state, but that protection, training and expertise requires an investment. As a result, FPA will likely never be the lowest bidder, but what we provide will be worth every bit of the budget you are accountable for.

In response to your Best and Final Letter; FPA will provide the City of Peoria the same Fireworks Display it has received the previous 3 years if the City of Peoria will compensate FPA with a total budget of \$18,000.00 for each year, the next 3 years.

We look forward to providing another fantastic fireworks display for Peoria's residents and guests. Please advise us to the City Council's decision so that we may begin preparation for serving your community again.

Thank you for your time and review.

Pyrotechnically yours,



President



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No. Q10-06 Page 1 of 1
Description: Fireworks Display
Amendment No. Two (2) Date: 01/11/12

Buyer: Terry Andersen

ACON23110 is hereby amended to include the service and product for the Centennial Park Event. See attached City of Peoria Park Opening quote for February 4, 2012.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

| | | | |
|---|---------|--|---------------------------------|
|  | 1/25/12 | Kendon S. Victor, Pyro Production Manager | Fireworks Production of Arizona |
| Signature | Date | Typed Name and Title | Company Name |
| 17034 S. 54 th St. | | Chandler | AZ 85226 |
| Address | | City | State Zip Code |

Attested By:

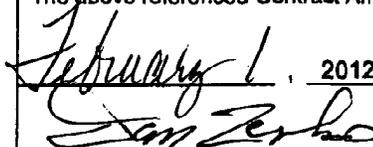
Wanda Nelson, City Clerk

Director:  Jeff Tyne, Community Services

Department Rep:  Kelli Kincaid, Community Services

CC Number
ACON23110B
Contract Number

Approved as to Form:  Stephen M. Kemp, City Attorney

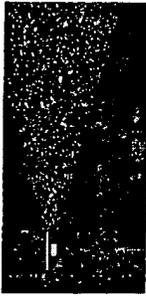
The above referenced Contract Amendment is hereby Executed
 February 1, 2012, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

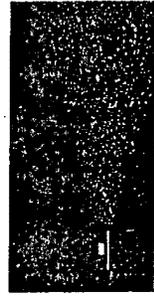
City Seal
Copyright 2003 City of Peoria, Arizona
(Rev 07/05/11)

Official File

EXHIBIT A



**CITY OF PEORIA
PARK OPENING**



Saturday, February 4, 2012

8 On-Stage Confetti Mines

Total Budget for: 8 Confetti Mines, Tax, Insurance (\$10 Million), Operator: \$860.00

Quote provided by: Fireworks Productions of Arizona
17034 S. 54th St.
Chandler, AZ 85226
Contact#: 480-948-0090
Fax#: 480-423-5430
E-Mail: kendon@fireworksaz.com

Designed for the City of Peoria by Fireworks Productions of Arizona

