



CITY OF AVONDALE
Finance and Budget Department
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**REQUEST FOR QUOTATION
FOR
FIREWORKS DISPLAY PROVIDER
INDEPENDENCE DAY CELEBRATION “4th of July” Fireworks**

PR 22-078

All quotes due by Monday, May 16, 2022, 5:00 P.M., Local Time, Phoenix, Arizona.

The City of Avondale Parks and Recreation Department (the “City”) is seeking a licensed and qualified Contractor to provide all material and labor required as described below on an as-needed basis for a period of one year, with four renewable one-year options, as set forth below.

Section I – Project Information

1. The Contractor will provide and exhibit Pyrotechnics for a display (the “Services”) for the Independence Day Celebration (also known as “4th of July”) to be held at Phoenix Raceway located at 7602 Jimmie Johnson Dr, Avondale, AZ 85323. The preferred date for the celebration to occur Monday, July 4, 2022. The City may consider an alternative date of Saturday, July 2, 2022. The site will be sufficient to accommodate spectator viewing areas, vehicle parking areas, and the Display Site as incorporated herein by reference and attached as Exhibit A Attachment 1. 'Display Site' means the discharge site, the fallout site, and the required separation distance from the pyrotechnics to the spectator viewing areas in compliance with the most recent edition of the National Fire Protection Association 1126 Code for Pyrotechnics Display.
2. The Fireworks display for the 4th of July celebration shall be for a minimum duration of 25 minutes in full. The total costs for the 4th of July fireworks show shall not exceed \$40,000.
3. The Contractor will apply for and secure at the City’s cost (included in contract price as indicated in Exhibit A. Price Sheet) all permits, licenses, and approvals as required by local, state, or federal laws and regulations as well as those possibly imposed or required by local police or fire departments specific to professional Pyrotechnics display. If a jurisdiction changes the cost of the permit fee or requires additional fees after the signing of the Agreement, the City will bear the responsibility of the additional costs. If a jurisdiction denies

a permit, for any reason, the Contractor will be released from the terms of this contract and the deposit, minus "Actual Expenses" incurred, will be refunded or credited to City.

4. The Contractor 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 \$5,000,000. (2) Business Automobile Liability in the amount of \$2,000,000. (3) Worker's Compensation (Industrial Insurance) in the amount of \$1,000,000. Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract.
5. The City will furnish all necessary materials for and will set up restraining lines pursuant to instructions supplied by the Contractor. The City 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 the Contractor, 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 Pyrotechnics display.
6. Following the display, the Contractor will be responsible for cleanup of all boxes and equipment and policing of the display area including the removal of all unexploded Pyrotechnics, removal of frames and lumber.
7. The Contractor or Phoenix Raceway may determine that the time or length of the display of Pyrotechnics may need adjustment based on wind/weather conditions. If the Contractor or Phoenix Raceway determines that display of Pyrotechnics 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 cancelled. No penalty fees will incur if display is cancelled due to weather. The City will pay the Contractor, its 'Actual Expenses' related to preparation for the unsuccessful displays on the Original Date. 'Actual Expenses' shall include expenses for travel, labor, permits, setup and dismantling of the display and will not exceed 30% of the contracted price.
8. The parties acknowledge that, if City cancels this contract, the Contractor will suffer damages. They further acknowledge that those damages will be uncertain as to amount and difficult to prove. In the event that City does cancel this contract, therefore, the Contractor will be entitled to recover, not as a penalty, but as liquidated damages, an amount set forth below:
 - a. If cancellation occurs no more than 7 days and no less than 1 day before the Original Date, an amount equal to 50% of the Contract Price;
 - b. On the Original Date, an amount equal to 100% of the Contract Price.
9. In the event of fire, accident, strike, act of God, terrorism, by order of the State of Arizona, 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 eight) each party hereby

releases the other from any and all obligations hereunder, except for liabilities that may have already accrued to such time.

10. 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.
11. At the City's discretion, the Contract created by this request and the resulting quotation will automatically renew for up to four successive one-year terms (each, a "Renewal Term"), unless the Contractor notifies the City in writing of its desire to terminate the Contract. If extended, the then-current prices shall be applicable during the subsequent Renewal Term unless the Contractor notifies the City in writing of any rate increase and the City approves the increase with an authorized signature, prior to the end of the then-current term.
12. By consenting to a Renewal Term, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Contract and (ii) any and all Contractor claims, known and unknown, relating to the Contract and existing on or before the commencement date of the Renewal Term are forever waived.

Section II – Instructions and Conditions

1. This is an indefinite quantity and indefinite delivery Agreement for Services, which shall only be provided when the City chooses to move forward with a pending project and proper authorization and documentation have been approved. The City does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.
2. Contractors must state the manufacturer of each product quoted on in conformity with the specifications.
3. All quotations must contain the quoting firm's name and be signed by an authorized agent, officer or employee.
4. Award will be made to the Contractor whose quotation is the most advantageous to the City.
5. Please attach your Quotation behind the Exhibit A cover sheet and submit this document to the address above.
6. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.
7. Federally Funded Purchases. When Federal funds are used to fund the purchase of goods and services, 2CFR PART 200 and other applicable federal terms and conditions shall apply.

If you need additional information or have questions please contact Loretta Browning by email lbrowning@avondaleaz.gov .

Section III – Pricing

The Quotation shall be submitted on the price sheet form attached hereto as Exhibit A and incorporated herein by reference.

Note: Prices offered shall include applicable state and local taxes.

Section IV – Execution and Submission

By executing this document and submitting a quotation to the City of Avondale, the authorized agent agrees (i) he/she has read the City’s Standard Terms and Conditions, as set forth on the City of Avondale website ([http:// www.avondaleaz.gov/government/departments/finance-budget](http://www.avondaleaz.gov/government/departments/finance-budget)), which are incorporated into and become a part of the company’s quotation offer as if set forth fully herein and (ii) the company shall be bound by the Standard Terms and Conditions. By signing below the company is offering to provide the services set forth in Exhibit A and upon written acceptance of the company’s offer by the City, it will have entered into a binding agreement. The offer shall be considered held open for 60 days from the quotes due date set forth above.

Signature: _____ Date: _____
Printed Name: _____ Title: _____
Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Email Address: _____ Telephone No. _____

Quotations for amounts exceeding \$50,000 will not be authorized and will require a formal procurement process.

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

The Contractor Offer is hereby accepted. The Contractor shall not commence any billable work or provide any materials or service under this Contract prior to the date this Contract is executed.

City of Avondale, an Arizona municipal corporation

PROCUREMENT AGENT Date: _____

EXHIBIT A
TO
REQUEST FOR QUOTATION
FOR
FIREWORKS DISPLAY PROVIDER
INDEPENDENCE DAY CELEBRATION "4th of July" Fireworks

[Contractor's Quotation]

(See following page(s).)

**REQUEST FOR QUOTATION
FOR
FIREWORKS DISPLAY PROVIDER
INDEPENDENCE DAY CELEBRATION "4th of July" Fireworks
RFQ PR 22-078**

Price Proposal

Item	Description of Material and/or Services	Unit/Duration of Display/Performance Minutes	Shell Size /Quantity Shells	Unit Price	Extended Price
1.	4 th July Fire Works Display (Option 1 July 4, 2022)			\$	\$
				\$	\$
				\$	\$
				\$	\$
	Total:				
2.	4 th July Fire Works Display (Option 2 July 2, 2022)			\$	\$
				\$	\$
				\$	\$
	Total:				
3.	Fire Works Display, as needed			\$	\$
4.	Other (please specify)			\$	\$
5.	Additional Costs (please specify)			\$	\$

Company Name: _____

Authorized Signature: _____

Date: _____

Exhibit A. Attachment 1
Display Site

Independence Day Celebration "4th Of July" Fireworks

