

City of Kenmore, Washington Community Fireworks Display Request for Proposals

Issued: 2/7/11

Date Due: 2/25/11

Time Due: 4:00 p.m. Pacific Time



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1. Introduction

The City of Kenmore (“City”) is requesting proposals for the purpose of providing a community fireworks display on July 4, 2011 and July 4, 2012 at Log Boom Park (61st Ave NE & NE 175th St) in Kenmore. The City’s needs are outlined in the following ***Request for Proposals*** (“RFP”). The selected firm will be issued a two-year contract for services.

1.1. Scope of Work

Qualified service providers shall submit a proposal to provide a community fireworks display for an amount not to exceed \$12,000 for 2011 and \$12,000 for 2012. **The proposal should include a grand finale display.** The length of the display should be identified, and must have a minimum length of 16 and maximum length of 22 minutes. The show will take place at 10:15 p.m. at the pier of Log Boom Park, Kenmore, Washington. Attendance at the event location in 2010 was approximately 2,500. Please identify the relationship between price and length of program.

Each proposal should include a description of all fireworks to be included in the display and any other visuals and an explanation that assists in describing the show.

Services to be performed must be in compliance with all provisions of Chapter 70.77 RCW and all other applicable laws and regulations, including, without limitation, using one licensed pyrotechnic operator in connection with the handling or display of fireworks, combing the grounds for any live materials around the site immediately preceding the fireworks display, providing sufficient personnel at fireworks discharge site in order to ensure a safe public display, and obtaining all necessary licenses and permits.

1.1.1. City Responsibilities

The City will provide crowd control services and five designated stalls for pyrotechnicians.

2. Proposal Schedule and Submittal Information

2.1. Preliminary Schedule

Milestone	Scheduled Date
RFP Issued	2/7/2011
RFP Submittal Deadline	2/25/2011
Preliminary Selection of Firm	3/4/2011
Notify Firm	3/11/2011

The City reserves the right to modify the schedule as the City in its sole discretion may determine necessary.

2.2. Proposal Quantities, Due Date, Time, Location

Submit two copies of the proposal responding to the RFP. Proposals are due in the office of the City Clerk no later than **4:00 p.m. on Friday, February 25, 2011**. Proposals are to be marked "City of Kenmore Community Fireworks Display". Proposals submitted after the deadline date and time may not be accepted.

Submittal address:

City Clerk
Community Fireworks Display RFP
City of Kenmore
18120 68th Ave NE
PO Box 82607
Kenmore, WA 98028

Electronic submittals are acceptable and should be sent to lsuskin@kenmorewa.gov. Those submitting through email should notify the City Clerk at 425.398.8900 that the material is being sent so receipt of materials can be confirmed.

2.3. Service Provider Communications with the City of Kenmore

Any questions regarding the submittal process and/or the technical aspects of the project may be made via e-mail to Leslie Harris at lharris@kenmorewa.gov. Only e-mail communications will be accepted. All responses will be provided via e-mail. Questions and responses will be shared with all firms that provide an e-mail address to the City's Project Manager.

The City's RFP for Community Fireworks Display is available for review on the City's website, www.kenmorewa.gov, or at City Hall during regular business hours.

3. Proposal Format and Requirements

The proposal shall include the qualifications and components requested below. Information should be complete and demonstrate that the Service Provider can perform professional work within the budget of \$12,000 for 2011 and \$12,000 for 2012. Proposals should not exceed 20 single-sided pages.

3.1. Introduction

Prepare a brief introduction including a general demonstration of understanding of the scope and complexity of the required work.

3.2. Personnel

Identify individuals and list qualifications of key personnel who would be assigned to this project. Detail experience in work related to the proposed assignment. Specify the Project Manager who will serve as a contact person.

3.3. Experience

Provide company contact information, how long you have been in business, and what services you provide. Identify and briefly describe related work completed in the last three years. Describe only work related to the proposed effort and include any examples of similar local government projects. Include evidence of satisfactory and timely completion of similar work performed for past projects.

3.4. Pricing and Budget

The consultant budget is limited to \$12,000 for 2011 and \$12,000 for 2012 for the community fireworks display. Based on the preliminary scope of work, provide a breakdown of the estimated cost of this project including expenditures for services, production, communication with client and any other costs. Please provide specifics as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable, and how costs are adjusted according to that classification. Contract costs and fees may be negotiated with the finalist(s). Also include an inventory of products to be used.

3.5. Insurance

The consultant must agree to procure and maintain Automobile Liability Insurance, Commercial General Liability Insurance, Workers Compensation Coverage, and Professional Liability Insurance. Requirements are outlined in the attached City standard contract for consultant services.

3.6. Client References

Provide a minimum of three client references with contact names and phone numbers which you have produced a fireworks display.

3.7. Appendix (Note: not counted in overall page count)

An appendix with full resumes is allowed. The appendix material may or may not be considered as part of the selection process.

4. Evaluation Process

4.1. Review Process

A team of reviewers will rate proposals. The review team will recommend finalists for final review by March 4, 2011. The review team will select a firm by March 11, 2011.

4.2. Evaluation Criteria

Proposals will be ranked based upon the merits of the written proposal and the qualifications and experience of the firm or consultant team. Each reviewer will award a score based on a 100 point total as follows:

- Responsiveness: The City will consider the materials submitted by the service provider to determine whether the service provider is in compliance with the RFP. (10)
- Creativity, variety and content of fireworks display. (20)
- Price. (30)
- Responsibility: The City will consider the materials submitted by the service provider and other evidence it may obtain to determine the company's ability and history of successfully completing contracts of this type, meeting projected deadlines, experience in similar work, and ability to accept the City's standard terms and conditions. (40)

The City reaffirms its right to make any selection it deems prudent, and further affirms its right to reject any or all proposals. Responding firms or individual

participants acknowledge through their participation that such selection or rejection is not subject to protest or contest.

The successful firm or consultant team selected will perform a variety of duties as agreed upon in the final negotiated Scope of Work. The selected vendor and the City will finalize the contract terms and conditions. If the City and the selected vendor are unable to agree on terms and conditions at this point, the City may exercise its right to negotiate with other vendors.

5. Compensation

5.1. Payment Information

Payment by the City for the services will only be made after the services have been performed, an itemized billing statement is submitted in the form specified by the City and approved by the appropriate City representative, which shall specifically set forth the services performed, the name of the person performing such services, and the hourly labor charge rate for such person. Payment shall be made on a monthly basis, thirty (30) days after receipt of such billing statement.

6. Publication

Seattle Times: February 7, 2011

Seattle Daily Journal of Commerce: July 7, 2011

7. Terms and Conditions

1. All facts and opinions stated within this RFP and in all supporting documents and data are based on available information from a variety of sources. Additional information may be made available via written addenda throughout the process. No representation or warranty is made with respect thereto.
2. Respondents to this RFP shall be responsible for the accuracy of the information they provide to the City.
3. The City reserves the right to reject any and all submittals, to waive minor irregularities in any submittal, to issue additional RFP's, and to either substantially modify or terminate the Project at any time prior to final execution of a contract.
4. The City shall not be responsible for any costs incurred by the respondent(s) in preparing, submitting, or presenting its response to the RFP or to the interview process.
5. Nothing contained herein shall require the City to enter into exclusive negotiations and the City reserves the right to amend, alter and revise its own criteria in the selection of a respondent without notice.
6. The City reserves the right to request clarification of information submitted and to request additional information from any respondent.

7. The City may not accept any submittal after the time and date specified on the RFP.
8. The qualifications of each member of the team are important criteria in the selection process. The selected team will not be allowed to substitute any members without prior approval by the City. The City, at its sole discretion, reserves the right to accept or reject proposed changes to the team. Team members may participate in multiple team submittals.
9. In the interest of a fair and equitable process, the City retains the sole responsibility to determine the timing, arrangement and method of proposal presentations throughout the selection process. Members of the team are cautioned not to undertake activities or actions to promote or advertise their qualifications or proposal except in the course of City sponsored presentations.
10. If negotiations are not completed with the top ranked team, negotiations may proceed with the next most qualified team or teams.
11. Upon selection of a qualified team through the RFP process, the City shall enter into a contract for services (based on an approved scope of services and budget) with the selected team on terms and conditions acceptable to the City. Until execution of a contract, the City reserves the right to cease negotiations and to start the RFP process again.
12. All submittals will become the property of the City and will become public documents subject to public disclosure with limited exceptions. The Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the act or is otherwise privileged. Qualifications submitted under the RFP process shall be considered public documents and with limited exceptions submittals that are recommended for contract award will be available for inspection and copying by the public.
13. The City of Kenmore encourages submittals from firms that demonstrate a commitment to equal employment opportunity. Minority and women owned businesses are encouraged to apply.

(DRAFT)
CONTRACT FOR CONSULTANT SERVICES
Contract No. _____

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation (“City”) and _____, whose principal office is located at _____ (“Consultant”).

WHEREAS, the City desires to have certain services performed for its citizens;
and

WHEREAS, the City has selected the Consultant or contract service provider to perform such services pursuant to certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant or contract service provider shall perform the services described in Exhibit “A” of this Agreement. In performing the services, the Consultant or contract service provider shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant or contract service provider shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

After the Contract has been authorized by the City Council or City Manager, the authorization to begin must be authorized by task or work order. If the services or task to be performed are several and distinct in nature or time sequences, each element or phase must also be authorized in writing by task or work order.

2. Compensation and Method of Payment. The Consultant or contract service provider shall request payment for work performed using the billing invoice form at Exhibit “C.”

The City shall pay Consultant:

[Check applicable method of payment]

___ According to the wage rates and expenses set forth in Exhibit “B”.

___ A sum not to exceed \$ _____.

___ Other (describe):

The Consultant shall complete and return to the City Exhibit "D," Tax Identification Number," prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. All contracts shall have a specified ending date. This Agreement shall be in full force and effect for a period commencing on _____ and ending _____ unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required. If the service is a continual or periodic, specialized, or personnel service, the City's administrative policy is to review and bring current as appropriate such contracts on an annual basis. Specific project, program or construction projects may have a longer or shorter identified Duration of Agreement and length of time based on the schedule and scope of the project.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant or contract service provider in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. Independent Contractor. The Consultant or contract service provider and the City agree that the contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant or contract service provider will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

A. The Consultant or contract service provider shall protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. The City shall protect, defend, indemnify and save harmless the Consultant or contract service provider, its officers, employees and agents from any and all costs, claims, suits, losses or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts or omissions of the City, its officers, employees and agents in performing this Agreement.

7. Insurance. The Consultant or service provider shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives or employees.

A. Minimum Scope of Insurance.

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance.

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Verification of Coverage.

Consultant or service provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant or service provider shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City of Kenmore.

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written United States mail notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may

request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the City of Kenmore shall be sent to the following address:

City Manager
City of Kenmore
P.O. Box 82607
Kenmore, Washington 98028-0607

With copies sent to the Office of the City Clerk, at the same address.

Notices to the Consultant or contract service provider shall be sent to the following address:

The Project Manager and contact information, including mailing address, e-mail address and telephone number, on behalf of the Consultant or contract service provider are:

If the Contract Manager is different from the Project Manager and if the individual named above does not have authority for contract amendments, revisions, or day to day management decisions, please identify the individual and title.

18. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In

the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF KENMORE, WASHINGTON

CONSULTANT

By: _____
Frederick C. Stouder

By: _____

Title: City Manager _____

Title: _____

Date: _____

Date: _____

ATTEST AS TO FORM:

Rod Kaseguma, City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant. The Consultant shall furnish services including, but not limited to, the following: See Attached

EXHIBIT B

Rates for Services to be Provided by Consultant. The Consultant shall furnish the services in accordance with the following rates:

EXHIBIT C

City of Kenmore
Billing Invoice

To: City of Kenmore
PO Box 82607
Kenmore, Washington 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: () _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Attach itemized description of services provided.

Specific Program: _____

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: _____ Date: _____

EXHIBIT D

CITY OF KENMORE
P.O. Box 82607
Kenmore, WA 98028
Phone: (425) 398-8900
Fax: (425) 481-3236

TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Kenmore, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Kenmore prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

- | | | |
|--|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Government Consultant |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (explain) | |

TIN No.: _____

Social Security No.: _____

Print Name: _____

Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (Required)