

**CITY OF FEDERAL WAY
REQUEST FOR PROPOSAL**

I. PURPOSE OF REQUEST.

The City of Federal Way (“City”) is requesting proposals for the purpose of *2023 Red White and Blues 4th of July Fireworks Display*. The City’s needs are outlined in the following Request for Proposal (“RFP”).

II. TIME SCHEDULE.

The City will follow the following timetable:

Issue RFP	January 9, 2023
Deadline for Submittal of Proposals	January 23, 2023, 2:00PM
Preliminary Selection of Firm	January 23, 2023
Notify Firm Chosen	January 30, 2023

III. INSTRUCTIONS TO PROPOSERS.

A. All proposals should be sent to:

Sherri Nelson, Administrative Assistant II - Finance
City of Federal Way
33325 8th Ave S
Federal Way, WA 98003-6325
(253) 835-2527
Sherri.Nelson@cityoffederalway.com

B. All proposals shall be submitted by email and must be clearly labeled in the subject line. The label shall identify the contents as “RFP 2023 *Red White and Blues 4th of July Fireworks Display*.”

C. All proposals must be received by the Deadline for Submittal of Proposals detailed in II. Time Schedule, at which time they will be opened. Faxed or telephone proposals will not be accepted.

D. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content. Use of recycled paper for requests and any printed or photocopied material created pursuant to a contract with the City is desirable whenever practicable. Use of both sides of paper sheets for any submittals to the City is desirable whenever practicable.

E. The Parks Contract Administrator or representative will notify the firm selected by the date stated in II. Time Schedule.

F. All proposals must include the following information:

- The names of individuals from those firms who will be working on the project and their areas of responsibility.
- At least two specific event examples relative to the proposed project.
- A proposed outline of tasks, products and project schedule, including the number of hours required to complete each task or product.
- A proposed budget based on the above outline of tasks, products and schedules.
- References.

IV. **SELECTION CRITERIA.**

<u>Factor</u>	<u>Weight Given</u>
1. Responsiveness of the written proposal to the purpose and scope of service.	40%
2. Price.	30%
3. Ability and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work.	30%
<u>Total Criteria Weight</u>	100%

Each proposal will be independently evaluated on factors one through three.

V. **TERMS AND CONDITIONS.**

- A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.

- C. The City reserves the right to award any contract to the next most qualified contractor, if the successful contractor does not execute a contract within thirty (30) days after the award of the proposal.
- D. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to sell to the City, the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
- E. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City, and shall reflect the specifications in this RFP. A copy of the contract is available for review and shall include requirements to comply with ADA, Civil Rights Act, and EEO requirements. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the City Attorney's office.
- F. The City, as a recipient of federal funding, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.
- G. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.

VI. SCOPE OF SERVICES.

- A. Date: Tuesday, July 4th, 2023
- B. Location: Celebration Park, located at 1095 S. 324th Street in Federal Way, WA.
- C. Scope of Work:
 - a. Contractor shall provide fireworks display services at Celebration Park, for the annual Red, White & Blues Festival held on July 4th, 2023 and perform such services in compliance with all provisions of Chapter 70.77 RCW, including, without limitation, using one licensed pyrotechnic operator in

connection with the handling or display of the fireworks, performing a test fire, combing the grounds for any live materials around the site, providing sufficient personnel at the fireworks display site in order to insure a safe public display, and obtaining all necessary licenses and permits. The services shall be performed in a manner consistent with the accepted practices for other similar services, performed to the City's satisfaction, within time period prescribed by the City and pursuant to the direction of the Parks Director or his designee.

- b. Prior to the expiration of the Term, the performance date for the Services may be extended or amended to a later date, at no additional charge, by either the City or the Contractor in the event weather or other conditions constitute a hazard to the public health, safety or welfare of the citizens of Federal Way; provided, however that Contractor agrees to reschedule the event at a later time, location, and date acceptable to the City within one hundred twenty (120) days from the originally scheduled date.
- c. The Contractor shall agree to pay a penalty of One Thousand Dollars and NO/100 (\$1,000.00) if not prepared to fire the complete fireworks display and soundtrack as mutually agreed at 10:15pm. Contractor shall agree to pay an additional Five Hundred Dollars and NO/100 (\$500.00) penalty for each additional fifteen minutes after 10:15pm that Contractor is not prepared to fire the complete fireworks display and soundtrack as mutually agreed. The payment of penalties shall not in any way release the Contractor from further obligations and liabilities to complete the entire Agreement.
- d. The fireworks display will include choreography to music with a welcoming address to the citizens of Federal Way and a grand finale display. The City's designated representative and the Contractor will mutually determine general themes and soundtrack. The show will take place at 10:15pm and will be 18-20 minutes in length in Celebration Park, located at 1095 S. 324th Street in Federal Way, WA.
- e. The City of Federal Way agrees to provide adequate policing, fencing, and crowd control measures to prevent access to the public in the fireworks zone. The Federal Way Fire Department will be on site to ensure compliance with Washington State fire regulations and event safety.
- f. Contractor shall be prepared to fire the complete fireworks display and soundtrack by 10:15pm. Failure to be timely and completely prepared will result in financial penalties as outlined above. A test fire with the local Fire Marshall is scheduled for 9:00pm to check wind conditions.
- g. The City of Federal Way's designated representative and/or local Fire Services personnel have the authority to cancel the show due to unsafe weather conditions or unsafe practices by Contractor's technicians or to further delay or cancel the show for any unsafe condition that presents an unreasonable risk to the public. In addition, the Contractor's display operator also has the authority to stop, interrupt, delay or cancel the show due to unsafe weather conditions or any other unsafe circumstances that

may arise.

- h. The Contractor is responsible for removing any live materials immediately following the fireworks display, and conducting another walk through for any live material during daylight hours on the next day following the event, to be completed by 11:00am.
- i. In the event the display is cancelled due to unsafe conditions, the City of Federal Way has the option to reschedule the fireworks show at no additional charge.

VII. COMPENSATION.

- A. State the firm's proposed fee for the Scope of Services inclusive of Washington state sales tax and any other applicable governmental charges.
- B. 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.