

TOWN OF WEBSTER

REQUEST FOR PROPOSALS

FIREWORKS DISPLAY FOR THE TOWN OF WEBSTER

**One (1) Year Contract with Two (2) One (1) Year
Options**



Issued: November 15, 2023 (Corrected date January 25, 2024)

**RFP Due: December 14, 2023 (Corrected date February
19, 2024) no later than 2:00 PM Contact: Carole
Marchand CMarchand@webster-ma.gov**

This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid and all associated documents to check the Town of Webster Newsflash System (www.webster-ma.gov) for any addenda or modification to this solicitation, if they intend to respond. The Town of Webster accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document or document obtained from a source other than the Town. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

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ATTACHMENTS

- ATTACHMENT "A" – Proposed Contract
- ATTACHMENT "B" – Application Forms
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- ATTACHMENT "D" – Legal Advertisement

I. GENERAL OVERVIEW

A. Introduction

The Recreation Director (Owner), on behalf of the Town Administrator hereby requests submittals of proposals from qualified pyrotechnic firms to perform the Town of Webster July fireworks display for 2024-2026. A three (3) year contract is being offered. The contract is subject to the appropriation of funding for this purpose. The Town requires the fireworks display on July 3rd, with a rain date within seven (7) days. The approximate twenty minute display is to take place at Memorial Beach with a mile site line.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of MGL Ch. 30B and this Request for Proposals (RFP). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

The “Awarding Authority” will be the Town Administrator of the Town of Webster, acting by and through the Recreation Director. The Scope of Services listed under Article IV. C, this RFP, any published addenda to the RFP and the Proposer’s Response will become part of the Contract between the Town of Webster and the successful proposer.

II. GENERAL REQUIREMENTS

A. Key Project Dates and Schedule

The following is a tentative schedule noting target dates for phases and tasks to be completed.

January 22, 2024 RFP Issued and available to public on the Town of Webster Newsflash at www.webster-ma.gov

January 25, 2024 Advertised in the Webster Times

January 29, 2024 Advertised in the Goods & Services Bulletin

February 15, 2024 Last Day for questions to the Recreation Director

February 19, 2024 2:00 PM: Responses to RFP due in Recreation Director’s office
Town Hall 350 Main St. Webster, MA 01570

February 20,2024 Evaluation Committee Review and Selection for
Recommendation for Award

February 26,2024 Notification of Award

SECTION III. PROPOSAL INSTRUCTIONS

A. Instructions to Proposers

1. The Town of Webster may cancel this RFP, in whole or in part, or may reject all Proposals, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Town, or if it is otherwise in the best interest of the Town of Webster.
2. The Town of Webster may request that supplementary information be furnished to assure the Town that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
3. Required forms are provided by the Awarding Authority in the Attachments. All Proposals shall be in ink or typewritten and must be presented in an organized and clear manner. Proposals shall be submitted in accordance with Section VI, Proposal Submission Requirements.
4. Questions or clarifications rising from these documents shall be submitted to the Recreation Director in writing. They must be submitted in accordance with Section II "Key Project Dates and Schedule".
5. Each proposer shall acknowledge receipt of any and all addendum issued to the RFP by so indicating in the Cover Letter/General Response.
6. The proposer shall sign the Proposal correctly in ink; or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the Proposal will sign the document.
7. Proposers may correct, modify or withdraw the original Proposals on or before the date and time as stated in this document. Corrections or modifications shall be in sealed envelope, clearly marked to indicate the contents, with the name and address of the proposer. Any late correction or modification to the Proposal will not be accepted. A proposer who wishes to withdraw a Proposal must make a request in writing.
8. Any Contract resulting from this RFP shall be awarded to the proposer deemed to be most advantageous to the Town.
9. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her Proposal.
10. It is understood that the proposer's Proposal to the Town of Webster to provide said services and products will remain valid for 90 days past the submission deadline. At the Town's sole discretion, the successful proposer's Proposal shall be attached thereto and become a part of the contractual Contract between the Town of Webster and the proposer the same as though therein written out in full.
11. The proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over these services shall apply to the Contract throughout, and they shall be deemed to be included in the contractual Contract the same as though herein written out in full.
12. It is understood that the proposer has submitted the Proposal in good faith and without collusion or fraud with any other individuals, firms, or corporations in creating the Proposal to subvert the market process. See attached Certificate of Non- Collusion, and other required Proposal forms. (See Attachment "B".)
13. All costs involved in preparing the Proposal will be borne by the proposer; the Town

of Webster will not be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.

14. All responses are to include a statement that the Proposal is in accordance with this RFP and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
15. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the Awarding Authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The Awarding Authority's decision or judgment on these matters shall be final, conclusive and binding.
16. Any Proposal received after the due date and time stated in this document will be deemed "non-responsive" and shall not be opened. Unopened Proposals will be returned to the proposer.
17. The evaluation of the submittals will be conducted by the Town. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
18. Response to this RFP acknowledges the proposer's acceptance of all sections and requirements of this document. The proposer's response to the RFP will be incorporated within the Contract. If the proposer's Proposal does not comply with the requirements of this RFP, or if an item is not understood in any way, a copy of that section of the RFP must then be included in the Proposal and all its copies clearly stating the deviation, additions, or other comments.
19. Services provided by the successful proposer shall be rendered through the Town of Webster's standard Contract for Contractor/contractor services; the successful proposer will not be considered an employee of the Town and will not receive any benefits of an employee.

B. Pre-response Meeting and Project Site Visit

None scheduled. Potential bidders are welcome to come to the area and view the fireworks display location at Memorial Beach Webster, MA

C. Questions and Clarifications

Questions requiring clarification shall be submitted in writing via email to the Recreation Director at cmarchand@webster-ma.gov prior to the deadline stated in Section II, Key Project Dates and Schedule, in order to afford the Town of Webster adequate time to respond with a correction or additional information prior to the deadline for submission of Proposals. Should it be found necessary, a written addendum will be incorporated into the RFP and will become part of the Contract. Those who have received a copy of the RFP will be notified of such changes.

D. Notification of Award

All proposers will be notified of the selection decision within 30 days of the date Proposals are due to the Town of Webster unless otherwise notified by the Town.

E. Contract

This RFP, as well as the selected Contractor's Proposal, and any addenda to that RFP will become part of the final Contract. See Attachment "A" for sample Contract. Please note that the sample attached does not include all of the additional terms and conditions between an owner and contracting firm.

The Contract shall be subject to Force Majeure considerations. Either party hereto shall be excused from performance of any act under the contract if prevented from the performance of any act required by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party. The period for the performance of such obligation shall be extended for an equivalent period for no additional cost.

It is agreed, however, that since performance dates of this Agreement are important to the implementation of requested services, continued failure to perform for periods aggregating thirty (30) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the Town shall thereafter have the right to terminate this Agreement in accordance with the provisions of the section entitled "Termination of Agreement."

Termination of Contract

Subject to the provisions of the section explaining Force Majeure, if the CONTRACTOR shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the CONTRACTOR shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the CONTRACTOR, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

The provider shall indemnify, defend and hold harmless the Town of Webster, its elected or duly appointed offices, directors and employees, against liability, losses, damages or expenses (including legal expenses) resulting from any claim based upon negligent or intentional acts or omissions of the provider, its employees or its agents in providing its services to employees of the municipality or their dependants pursuant to the agreement.

F. Insurance Requirements

1. Indemnification

The Contractor/Consultant/Vendor shall indemnify, defend, and save harmless the TOWN, all of the TOWN officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the TOWN or any person, firm, corporation or association arising out of or resulting from any act, omission, or negligence of the Contractor/Consultant/Vendor, subcontractors and their agents or employees in the performance of the work covered by this Agreement and/or their failure to comply with terms and conditions of this Agreement. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor/Consultant/Vendor under contract with the TOWN.

2. General Requirements

(a) The Contractor shall, before commencing performance of the contract, be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies acceptable to the Town of Webster. All such insurance carried should not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. Under all insurance coverage, required or not required by the Town, the Contractor shall defend, indemnify, and hold harmless the Town of Webster, its elected or duly appointed offices, directors and employees against any claim based upon negligent, accidental or intentional acts or omissions of the contractor, its employees or its agents in providing its services to employees of the municipality or their dependents pursuant to the agreement.

(b) With the exception of Professional Services Liability for architects, designers and engineers, and Worker's Compensation, the Town of Webster and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies or surety bonds obtained pursuant to the requirements established by the issuance of the contract. Upon execution of the contract the Contractor will provide copies of certificates of insurance to the Town of Webster.

(c) Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this contract, and shall constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Contractor. Annually, at time of Contractor's policy renewal, updated insurance certificates shall be sent to the Town of Webster, 350 Main Street, Webster, MA 01570.

(d) No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Webster at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the Contractor.

(e) All insurance coverage shall be placed with such company as may be acceptable to the Town of Webster and shall constitute a material part of the contract documents.

3. Comprehensive General Liability Insurance

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); and a Products/Completed Operations (*as may be required*) Aggregate limit no less than Two Million Dollars (\$2,000,000.00) for all injury and damages to or destruction of property during the policy period.

4. Automobile Liability and Property Damage Insurance

The Contractor shall carry business Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars (\$1,000,000.00) to cover all damage caused by contracted employees of the awarded Contractor. Level of

insurance must adequately cover the liability exposure of project site and is subject to Town of Webster Risk Manager approval.

5. Workers' Compensation Insurance

The Contractor shall carry Workers' Compensation Insurance as required by Massachusetts General Law, c. 152, and Section 25, with a minimum limit of Employer's Liability as per Massachusetts General Law requirements.

6. Excess Liability Insurance (as applicable to each requirement)

The Contractor shall carry excess liability insurance of not less than One Million Dollars (\$1,000,000.00) covering over general liability, automobile, and worker's compensation insurance.

7. Other Liability (as may be necessary)

- (a) The Town of Webster reserves the right to request proof of other insurance coverage depending upon the job for which the Contractor is hired.
- (b) The aforementioned insurance coverages shall remain in full force and effect throughout the period of the contract. Similar insurance coverage shall be provided by or in behalf of any subcontractor to cover their operations with the same minimum limits as required of the Contractor. Contractor's insurance shall be primary insurance to all insurance carried by Owner.

G. Monitoring

The appropriate members of the Town of Webster may review the Contractor's operations and inform the Contractor if there are any issues associated with the service provided by the Contractor.

H. Licenses and Permits

The proposer is responsible for attaining and holding in good standing all relevant permits, licenses and certificates associated with the completion of these services, as applicable. Evidence of these requirements is to be made part of the Proposal. If a permit is not currently held or the application process is pending, the proposer should indicate such. The Town of Webster reserves the sole right to decide if the Contract may be awarded to the successful proposer despite the failure to produce the actual permits or copies thereof. Licenses and permits must be held in force throughout the terms of the services as contracted. See Section IV, Proposal Requirements, and Attachment "A", Scope of Services, for additional information.

I. Miscellaneous Information

The Proposals will be accepted until **2:00 PM on February 19,2024**. They shall be delivered to the Town of Webster, Office of Recreation, 350 Main Street, 2nd Floor, Webster, MA. 01570. All information acquired by the Proposer from the Town of Webster, or from others at the expense of the Town, in performance of the Contract, shall be and remains the property of the Town. All records, data files, computer records, work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the proposer for delivery to the Town shall be and will remain the property of the Town of Webster.

The Proposer agrees that he will use this information only as required in the performance of this Contract and will not, before or after the completion of this Contract, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the Town of Webster.

J. Minority or Woman Business Enterprise Participation

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit proposals in response to the RFP. For the purposes of this RFP, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the State Office of Minority and Women-Owned Business Assistance (SOMWBA), and who is still certified at the time the Contractor's Proposal is submitted.

All minority owned businesses are encouraged to apply for SOMWBA certification. For further information on SOMWBA qualifications, or access to SOMWBA vendor lists, contact the State Office of Minority and Women-Owned Business Assistance at (617) 727-8692.

The Town of Webster will require contractors and subcontractors involved in local municipal projects to abide by the Equal Employment Opportunity Anti-Discrimination Program guidelines below, which form a part of the Contract generating from this RFP.

EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION PROGRAM

During the performance of this contract, the Contractor and all of his/her Sub-Contractors (hereinafter collectively referred to as the Contractor), for himself, his assignees, and successors in interest, agree as follows:

The Contractor, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B).

The Contractor by signing the Contract offered by the Town of Webster agrees to abide by the above paragraphs to the best of his/her ability.

SECTION IV. PROPOSAL REQUIREMENTS

A. Minimum Requirements

The RFP Evaluation Committee shall reject Proposals which do not meet the following certain minimum requirements:

1. Submitting pyrotechnics proposing firm must have a minimum of ten (10) years' experience performing similar size fireworks water displays. Please submit a client list from the past five (5) years, with references from customers that have contracted you to perform similar sized water display fireworks, with a minimum of ten (10) water display displays required.
2. Possess all necessary current licenses and registrations, as applicable, to qualify under Massachusetts law to perform the stated services.
3. All Proposers must provide a "Contractor Profile" that includes:
 - a. Full name, tax identification number, main office address and officers of the Contractor that would ultimately enter into a Contract with the Town of Webster.
 - b. History and background including when the Contractor was organized and if a corporation, where incorporated, and how many years engaged in providing the stated services.
4. All Proposals shall be submitted to the Recreation Director as stated in this document. Each Proposal shall be in a SEALED envelope, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer. Proposer must use the Price Submittal form, attachment "C".
5. The Proposal must be received by the Recreation Director before the deadline for receipt of Proposals indicated in Section II, Key Project Dates and Schedule, and must be complete (must include or address all items specified in Section VI – Proposal Submission Requirements). The proposer is responsible to make sure that their proposal submittal is received at the proper location as stated herein before the due date and time. Do not rely upon stated delivery times from contracted package delivery services. Proposals delivered after the proposal response deadline will be refused.
6. The proposer must have signed the Certificate of Non-Collusion and the State Taxes Certification Clause, and all other required Proposal forms (see Attachment "B") and shall include them in the Proposal package.
7. The Proposal must be signed by an agent of the company who has authority to bind the company to a firm bid price.
8. All responses are to include a statement that the Proposal is in accordance with this RFP and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

B. Staffing Requirements

1. The firm must set forth the staffing to be utilized for this service including their experience and qualifications. This would include the name and license of the shooter(s) assigned to this show.

C. Description/Scope of Services

The town is seeking a company with fully licensed and experienced staff and a stellar track record of successful events who is willing to provide the town its annual fireworks display. The proposals should be consistent with a budget of a total of \$25,000 for the fireworks, the staff and licensed shooter to display the fireworks as expected, the insurance coverages as required, and all transportation costs of all materials and production crew associated with the display. The proposer shall submit a detailed description of the fireworks display that will be provided for the \$25,000.00. The Town of Webster seeks a highly experienced company that will provide both good value and good performance for the budgeted amount and will award a contract to the most responsive and responsible proposer meeting the criteria defined in this RFP.

The Contract is to be for a one-year period, with two additional one year options at the sole discretion of the Town, and subject to the continued annual appropriation of funds by the Town of Webster.

Non-appropriation of funds – If funds are not appropriated for this purpose in the next fiscal year, The Town of Webster may terminate this contract and shall not be obligated to make any further payments.

The Webster Fire Chief and/or his designee shall be the responsible local official who shall assume full authority over the approval, permitting, delivery, set-up and firing of this fireworks display in accordance with all local, state and federal regulations governing the transportation, storage and discharge of fireworks. Company employees engaged in the setting up and firing of this display shall use best industry standards in handling, storing, safety and precautionary measures while the fireworks are within the town's borders. Company employees will conduct a search for unexploded shells or firework components. Company employees will conduct the first light search in conjunction with a complementary search by Webster Fire Department. Successful applicant must be in complete compliance with 527 CMR 1.

The Town of Webster requests each applicant to submit the following information with his/her proposals.

1. **Description of Fireworks Display:** The required fireworks display is to be no less than 20 minutes in duration and have a one mile line of visibility. Describe in full detail the proposed fireworks display organized in the following order. For each element of this program named below, give the type, size, breaks, and description of each shell intended for use in the program along with the actual number of shells proposed:

**Main Display Segment
Grand Finale Segment**

The Town is interested in displays with main display and finale shells of between 3-12 inch diameter, and a creative variety of other fireworks. To discourage repetitive use of simple effects and low-cost devices, the award will not be made solely on quantity of shells proposed. The apparent quality and variety of fireworks and the list of clients will be very important factors.

2. Each segment must be 100% electrically fired.
3. An approval letter from the Massachusetts State Fire Marshal for the firing system to be used. This is to be supplied before Display.
4. Proof of being bonded to perform this work in the Commonwealth of Massachusetts. This is to be supplied before Display.
5. List of Clients: Provide a complete list of all clients (this list should consist of at least 10 clients) where the firm has given a fireworks display for the past five (5) years. Massachusetts clients are preferred and should be specifically noted on the list. Each reference shall consist of the name of the Town or City where the display was fired, date of display, contact person and telephone number. List of clients must include a minimum of ten (5) clients for whom a water display was performed in the past two years.
6. Insurance Certificates: Insurance certification to be submitted that meets the insurance requirements stated in this RFP document.

D. Postponement and Cancellation

Postponement provisions

Postponement of the Display may occur because of rain or inclement weather or for other reasons as determined by the Customer. If a postponement should become necessary, Customer shall notify the Contractor as soon as possible. However, with good weather prevailing, no postponement shall occur if the fireworks have been removed from the shipping cartons and set-up in preparation for the Display. The determination of what constitutes removal and set-up shall be made between the Town and the Contractor. In such event, the Display shall be carried out without any deduction in the contract amount. In the event of postponement one of the following provisions shall apply:

- a. If the Contractor is notified by 7:00 AM the day of the scheduled display that the display is postponed not more than 1 week, the Customer will pay no additional fee. However, if the Display is postponed more than 1 week from the original date, but occurs within 120 days of the original date, then Customer agrees to pay an additional fee of 15% of the contract or \$750.00 whichever is greater.
- b. If the Contractor is notified after 7:00 AM the on the Date of Display, that the

display is postponed, the Customer will pay an additional fee of 15% of the contract or \$750.00 whichever is greater.

- c. If the Contractor is notified after the arrival of the fireworks and after any portion of the fireworks have been removed from the cartons and loaded into the firing mortars, that the Display is postponed, the Customer agrees to pay the Contractor an additional fee of 20% or \$750.00, whichever is greater.

Note: The provisions above (A-C) are intended to do nothing more than defray labor, transportation, and related expenses incurred by the Contractor.

Cancellation provisions

Once the signed contract is completed and distributed, Cancellation of the Display may be made by the Customer. If the display is cancelled and if the Contractor is notified in writing by certified mail ten (10) days prior to the display, Customer agrees to pay the Contractor no more than 30% of the contract amount and will only pay for documented and actual cost incurred.

The successful Contractor agrees to provide an experienced and certified pyro technician who meets the guidelines established under 527 CMR 1 for the display, and to provide worker's compensation as well as ensure that all technicians are properly trained in accordance with all applicable state and federal laws relative to the handling, transportation and firing of pyrotechnics.

E. Financial Scope of Services

The Contractor shall submit the price submittal form with your proposal. As stated previously, the Town of Webster has identified \$25,000.00 for the fireworks costs associated with the display. July 2024. In addition, the Town anticipates the same funding for the 2025 and 2026 July 4th fireworks, subject to the appropriation and approval by the Town Council.

SECTION V. SELECTION PROCEDURES

A. PROCESS

1. An RFP Evaluation Committee will review proposals
2. The procurement office will review all qualification submittals to make sure minimum requirements are met. Those qualification submittals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the services defined in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed by the RFP Evaluation Committee using the selection criteria outlined in this section.

The RFP Evaluation Committee will select the highest ranked submittals by proposers in

accordance with the comparative evaluation criteria listed in Section V.B below. The Town reserves the right to contact the proposer if additional information is required to make a final award.

B. COMPARATIVE EVALUATION CRITERIA

The Town reserves the right to award the contract to the responsive and responsible qualification submittal which best meets the Town's needs, taking into account firm qualifications, submittal quality, and evaluation criteria. The awarding authority's decision or judgment on these matters shall be final. The committee will use the comparative criterion for each separate rating area, and based upon these criteria, will assign an overall rating to each proposal. Each of the criteria may contain ratings of:

Unacceptable
Not Advantageous
Acceptable
Advantageous
Highly Advantageous

An “Unacceptable” rating in any one of the criteria may eliminate the proposal from further consideration.

Firms must meet the minimum requirements as specified in Section IV.A. Failure to meet the minimum evaluation criteria will result in immediate rejection of the qualification submittal and will not be subject to further review.

The following criteria will be used in the evaluation of the design firm regarding the Technical or Non-Price Proposal in order to be placed on the short list for an interview with the Selection Committee.

Responding Firms are to address each of the following criteria in a clearly labeled section of their response and in the same order.

1. The Pyrotechnics Company:

Firm Background and Capability: to perform all of the aspects of the required services.

Unacceptable: Less than five (5) years of experience in providing similar sized fireworks displays.

Advantageous: At least five (5) years but less than ten (10) years of experience in providing similar sized fireworks displays.

Highly Advantageous: Ten (10) or more years of experience in providing similar sized fireworks displays.

2. Schedule Requirement: Contractor's ability to meet the display dates selected for the **4th of July**(Corrected date July 3rd) each year for the Town of Webster Fireworks Display.

Not Advantageous: Contractor can not meet the currently scheduled display.

Highly Advantageous: Contractor can meet the currently scheduled display.

3. References: Provide client list for the past five (5) years including a minimum of five (5) highlighted references with contact names and valid phone numbers of other clients whereby similar work has been recently performed (within past two years).

Unacceptable: References are not provided.

Not Advantageous: References provided are not related to similar size/type displays.

Advantageous: References provided for past five years including a client list of a minimum of 10 clients.

Highly Advantageous: References provided for past five years including a client list exceeding 10 clients.

4. Staffing: The Contractor must set forth the staffing to be utilized for this service including their experience and qualifications.

Not Advantageous - No staffing information provided.

Acceptable - The staffing information provided will adequately meet the needs of the Town.

Advantageous - The staffing information provided will meet the needs of the Town, and shows the proposer's commitment to the project by providing an experienced team of quality professionals with defined roles.

Highly Advantageous - The staffing information and team organization provided will exceed the needs set forth by the Town and shows the proposer's commitment to putting their best and most experienced staff and resources into this project. Staff roles and responsibility are clearly defined.

5. Quality of Fireworks display for stated budget: To discourage repetitive use of simple effects and low-cost devices, the award will not be made solely on quantity of shells proposed. The apparent quality and variety of fireworks will be very important factors. The Town reserves the right to collect additional information on the quality of the fireworks proposed through questions to the proposer as well as through other sources.

Unacceptable - Proposal did not describe the fireworks display to be provided.

Not Advantageous – Proposal provided a description of the fireworks display to be provided, however, the Town feels that it is not adequate to meet our needs and does not represent a good value for the appropriated funds.

Advantageous - Proposal provided a description of the fireworks display to be provided that the Town feels will adequately meet our needs and provided an adequate value for the appropriated funds.

Highly Advantageous - Proposal provided a description of the fireworks display to be provided that the Town feels will exceed our needs and provides an excellent value for the appropriated funds.

6. Response to Scope of Services to be provided: Describe in full detail the proposed fireworks display organized in the following order. For each element of this program named below, give the type, size, breaks, and description of each shell intended for use in the program along with the actual number of shells proposed: Opening Segment, Main Display Segment, Grand Finale Segment

Not Advantageous - Proposal did not adequately explain all aspects of display to be provided.

Advantageous - Proposal adequately explained all aspects of display to be provided.

Highly Advantageous - Proposal was very thorough and provided complete detail as to the display to be provided.

7. General Impression of Proposal

Unacceptable - The proposal was not responsive to the Comparative Evaluation Criteria in an acceptable manner.

Not Advantageous - Response is informative, meets the criteria for responsiveness. Reviewer feels proposal reflects that proposer is able to perform in a manner acceptable to the Town but was not overly impressed by proposer's expression of ability.

Advantageous - Response is informative, meets criteria for responsiveness and communicates well. Reviewer feels proposal reflects that proposer is able to perform in a manner acceptable to the Town.

Highly Advantageous - Response is concise, informative, and highly detailed. Proposal reflects that provider is able to perform in a manner acceptable to the Town, communicates well and shows the proposer's experience in pyrotechnics displays. The RFP Evaluation Committee is confident in the provider's overall ability to provide and administer the services as required by the Town.

SECTION VI. PROPOSAL SUBMISSION REQUIREMENTS

A. SUBMISSION

A sealed envelope containing an original proposal marked Webster Fireworks Display" must be received per the time frame outlined in the legal advertisement (Appendix D). It is the sole responsibility of the offerer to insure that the proposal arrives on time and at the designated place.

The qualification submittals will be accepted until **2:00 PM February 19, 2024**. They shall be delivered to the Recreation Director's office, 350 Main Street, Webster, MA. 01570. It is the sole responsibility of the proposer to insure that the qualification submittal arrives on time and at the designated place. Place firm name on the outside of the envelope.

Within your proposal submittal, please provide each of the following items and clearly structure and label your proposal submittal

1. Cover Letter to include the name of Firm, address and telephone number, signed in ink by someone authorized to sign such documents. Acknowledge any addenda, if any, and include a statement that the Proposal is in accordance with this RFP, and that the Proposer understands all sections and provisions therein. Any exceptions must be clearly stated.
2. Submission of all information requested to meet Minimum Requirement per Section IV.A. and Price proposal
3. Certificate of Non-Collusion, State Taxes Certification Clause, and other required forms per Attachment "B".
4. Appropriate certificates of insurance.
5. Copies of Licenses and permits appropriate to the contracting of this display. If permits or licenses are not provided, an explanation must be included with the packet as to the reasons, and a clear plan to provide them must be also be included.

6. If applicable, and the company is not registered in Massachusetts, proof of registration with the Massachusetts Secretary of State as a “foreign” corporation authorized to do business in the Commonwealth of Massachusetts.
7. Any other information that the Proposer considers relevant for the purpose of evaluating its qualifications for the award.

B. CONTACT INFORMATION

Clarification and interpretations of this RFP must be requested in writing. Responses shall be likewise furnished. See key dates listed in Article II.A for last day to submit questions. After that day no requests or questions will be accepted. Please contact the Town of Webster for clarification of this RFP, direct all inquiries to:

Carole Marchand Recreation Director
350 Main Street
Webster MA 01570
Phone: (508) 9493800 X 1023
Email: cmarchand@webster-ma.gov

Attachment A

Sample Contact
TOWN OF Webster, MASSACHUSETTS

AGREEMENT BETWEEN CONTRACTOR AND OWNER FOR THE PROVISION OF
SERVICES

CONTRACT

THIS AGREEMENT, made this ____ day of ____, 2023 by and between the TOWN OF WEBSTER, MASSACHUSETTS, hereinafter called the OWNER, and Contractor Name., with legal address and principal place of business at Contractor Address herein called CONTRACTOR.

WITNESSETH: That for and in consideration of payment and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees, with the OWNER, to supply the OWNER with Fourth of July Celebration Fireworks Displays for a one (1) year term, with two (2) additional one (1) year options at the sole discretion of the Town. The fireworks display for the first year of the contract shall be for a **July 4th, 2024** (corrected date **July 3rd 2024**) display and all costs specifically related to the technical services to perform the legal display of the fireworks complying with all local, state and federal regulations associated with fireworks. Dates for the second and option year of this agreement are to be determined. This contract is subject to the appropriation of funding for this purpose. In addition the CONTRACTOR agrees to supply Legal transportation of the fireworks to the approved load site, equipment associated with the display of the fireworks, the provision of a licensed technician to fire the display, assistants to the technician to be used in loading and setting up the display and properly firing the display.

The OWNER agrees to pay the CONTRACTOR for the performance of the Contract and to make payment in the amount of a total of \$25,000 for year one (1) of this agreement for the 2024. Subsequent displays for option year one (1) and the option year two (2) shall also be at \$25,000.00 for a total potential contract value of \$75,000.00.

The Agreement constitutes the entire Contract and there are no agreements other than those incorporated herein. This Agreement may not be changed, altered, amended, modified, or terminated orally and any such change, alteration, amendment, or modification must be in writing and executed by the parties hereto. All attachments are incorporated into and made part of this contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in the year and day first above mentioned.

By _____

CONTRACTOR

By _____
Richard LaFond Town Administrator

ATTACHMENT “B”
APPLICATION FORMS

CERTIFICATE OF NON COLLUSION

The undersigned certifies under penalties of perjury that this bid or Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Company _____ Signature _____

Address _____ Name (print) _____

_____ Title _____

Telephone _____ Date _____

STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law. I have addressed any tax liability and am in the process of setting up a plan to satisfy said liability.

BY: _____

*** Signature of individual or
Corporate Name (Mandatory)**

**Corporate Officer
(Mandatory, if applicable)**

****Social Security # or Federal Identification #**

* Approval of a contract or other Contract will not be granted unless this certification clause is signed by the applicant.

** Your Social Security Number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other Contract issued, renewed, or extended. This RFP is made under the authority of Mass. G.L. 62C s. 49.A.

ATTACHMENT "C"
PRICE SUBMITTAL FORM

We propose the attached fireworks display for the following budgeted pricing for the yearly Fourth of July Fireworks Display as specified in this Request for Proposal document as follows:

1. Year 1 - \$25,000 (For Fireworks Display)

2. Year 2 - \$25,000 (For Fireworks Display)

3. Option Year 3 - \$25,000 (For Fireworks Display)

Please include in your proposal, a DETAILED description of the fireworks displays proposed for the above budgeted funding.

The Contractor will execute the Town's contract document, sample provided. Town will not pay for any additional work on this project without the prior written approval.

Your signature below acknowledges your understanding of these parameters and your willingness to live within the stated financial constraint of the project.

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Telephone: _____ FAX: _____

Email: _____

Date: _____

LEGAL ADVERTISEMENT

TOWN OF WEBSTER
Request for Proposal
Fireworks Display

Recreation Director of the Town of Webster (Owner), on behalf of the Town Administrator hereby requests submittals of proposals from qualified pyrotechnic firms to perform the Town of Webster 2024 fireworks display. A one (1) year contract with two (2) additional one (1) year options at the sole discretion of the Town is being offered. The Town requires July 3rd as the date of the fireworks display with a rain date within seven (7) days. The approximate twenty minute display is to take place at Memorial Beach Webster, MA.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of MGL Ch. 30B and this Request for Proposals (RFP). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

The “Awarding Authority” will be the Town Administrator of the Town of Webster, acting by and through the Recreation Director. The Scope of Services listed under Article IV. C, this RFP, any published addenda to the RFP and the Proposer’s Response will become part of the Contract between the Town of Webster and the successful proposer.

If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request.

Request for Proposal documents may be obtained from the Town of Webster website at www.webster-ma.gov For assistance call the Recreation Office at 508-949-3800 X 1023.

Responses are due on February 19, 2024 at 2:00 PM in the Recreation Director’s Office, 2nd Floor, 350 Main Street, Webster, MA 02601. The contract will be awarded within approximately 30 days. The opening of the responses is not public. All responses must be received in a sealed envelope properly marked prior to the deadline. The Town reserves the right to reject any or all proposals when it deems it to be in the best interest of the Town.