

Request for Proposals
Town of Florence
Fourth of July Fireworks Show



Town of Florence
P.O. Box 2670
775 North Main Street
Florence, Arizona 85132
Issued: January 22, 2018

Contact: Alison Feliz, Recreation Coordinator- alison.feliz@florenceaz.gov

**NOTICE AND REQUEST FOR
PROPOSALS TOWN OF FLORENCE**

**Request for Proposals
4th of July Fireworks Show**

Solicitation Number: – 4th of July Fireworks Shows

Submittal Deadline: February 16, 2018 by 12:00 p.m. (local Arizona time)

Submittal Location: Town Clerk’s Office 775 N. Main Street or PO Box 2670, Florence, AZ 85123

Question Deadline: February 2, 2018

General or RFP Process Questions/ Contact Person: Alison Feliz at alison.feliz@florenceaz.gov or (520)868-7585

RFP Firework Documents available at: www.florenceaz.gov/rfp

Date and Location for Submittal of Sealed Proposals: Notice is hereby given that sealed Proposals will be received at the Town of Florence Clerk’s Office, Town Hall, 775 North Main Street, Florence, Arizona 85132 until 12:00 p.m. (Arizona time) on Friday, February 16, 2018, for the 4th of July Fireworks Show. Proposals must be submitted in a sealed envelope clearly marked on the outside with “**4th of July Fireworks Show**” and the solicitation number (Fireworks Show). Any Proposal received after the time specified will be returned unopened. It is the Proposer’s responsibility to assure Proposals are received at the above location on or before the specified time. Late proposals will not be considered.

One (1) original and three (3) copies of the bid/proposal shall be submitted in a sealed envelope with the proposal name, proposal number, proposer’s name and address clearly indicated on the envelope. All proposals must be submitted in ink or typewritten. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Additional instructions for preparing an offer are provided within the RFP.

4th of July Fireworks Show: The Town of Florence (“Florence” or “Town”) is seeking proposals from qualified firms who have experience in providing fireworks and pyro technicians for fireworks display. Annually the Town presents a fireworks display for its 4th of July celebration. The fireworks are viewed by thousands of citizens. The description of the 4th of July Fireworks Show is set forth in the Proposal Documents (the “RFP” or “Request for Proposals”) available at www.florenceaz.gov/rfp. A multiyear contract may be considered based on qualifications and experience.

Proposal Requirement: Each Proposal shall be in accordance with the Proposal requirements, set forth in the Request for Proposals, which may be downloaded from www.florenceaz.gov/rfp or obtained by contacting “contact person” at (520) 868-7585 or alison.feliz@florenceaz.gov. Any Proposal which does not conform in all material respects to the Request for Proposals will be considered non-responsive and rejected. Vendor is responsible for obtaining any amendments either through updates on the website, or by contacting the person cited above for general questions.

Right to Reject Proposals: Notwithstanding any other provision of this RFP, The Town of Florence expressly reserves the right to reject any or all Proposals, or portions thereof; and/or waive any defect or informality in a Proposal; and/or reissue an RFP; and/or exercise any other rights available to the Town under the terms of the RFP, the Town Code, law, or equity; and/or to withhold the award of the RFP for any reason the Town determines.

Proposer Questions: All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Project contacts listed on the RFP cover page, or designees. Questions shall be submitted in writing via email. Questions received after the Questions Date and Time Deadline above may be answered at the sole discretion of the Town.

Addenda/Clarifications: Any changes to the solicitation specifications will be in the form of an addendum. Addenda are posted at www.florenceaz.gov/rfp. The Town shall not be held responsible for any oral representations or statements relating to the solicitation specifications made by an employee, agent or officer of the Town. Failure to acknowledge receipt of any addendum by Proposer may result in disqualification of that Proposer’s proposal in the sole discretion of the Town.

Execution of Contract: No contract or agreement, express or implied, shall exist or be binding on the Town before the execution of a written contract by both parties. If agreement on the terms of a resultant contract cannot be reached after a period deemed reasonable by the Town in its sole discretion, the Town may negotiate and enter a contract with any other Proposer/proposer who submitted a timely, responsive and responsible proposal to this RFP.

Terms: The terms “Proposer”, “Offeror”, “Vendor”, “Offerors”, and “Bidder” may be utilized interchangeably in the provisions of this solicitation and the Proposal Documents. The Town and Proposer may be referred to in this Contract collectively as the “parties” and each individually as a “party”.

Equal Opportunity: The Town of Florence is an equal opportunity employer. Minority and women’s business enterprises are encouraged to submit Proposals on this solicitation.

DATED: _____

TOWN OF FLORENCE, ARIZONA

Town Clerk

**IMPORTANT
PROPOSER'S SUBMITTAL
CHECK LIST**

It is the Proposer's responsibility to be familiar with all requirements and specifications:

1. The Proposal has been signed in the Proposer's Offer Section. (Proposals not signed in this section will not be considered.) Authorized Signature Form is enclosed. Addenda have been reviewed and signed and are included.
2. The Proposal amount offered (if applicable) has been reviewed.
3. A detailed description of the firework show is included.
4. Return deviation/compliance certification
5. Return Offer Sheet
6. Return reference sheet
7. Return "Demonstrating Lawful Presence" Form
8. W-9 Form is complete and included.
9. The mailing envelope/package has been

addressed to: Town Clerk
Town of Florence
775 N. Main Street
PO Box 2670
Florence, AZ 85132
10. Proposal Package/Envelope has been identified with Proposer's name and Proposal number 4th of July Fireworks Show.
11. The Proposal is submitted and stamped in by Clerk's Office representative no later than specified time on designated date. (Otherwise the Proposal cannot be considered.)

PROPOSAL
DOCUMENTS FOR:
THE TOWN OF FLORENCE, ARIZONA

4th OF JULY FIREWORKS SHOW

These terms will be the general contract conditions for any contract entered into as a result of the RFP and are incorporated therein and shall be fully binding upon the Proposer.

I. REQUIREMENTS FOR PROPOSERS.

1.1 Proposal Opening Date and Location: Sealed Proposals will be received at the Town of Florence Clerk's Office, Town Hall, 775 North Main Street, Florence, Arizona 85132 until 12:00 p.m. (local Arizona time) Thursday, February 16, 2018, at which time the Proposals will be opened and publicly read. Late Proposals will not be accepted or considered by the Town.

1.2 Proposal Documents Available: The Proposal Documents consist of: (1) Requirements for Proposers; (2) Special Conditions; (3) Proposer's Proposal (form); (4) Compliance Certification(s) (form) (5) Offer Sheet (form) (6) Demonstrating lawful Presence (form) and (7) Reference (form). The Proposal Documents are available for downloading from www.florenceaz.gov/rfp at no charge or by contacting Alison Feliz, at alison.feliz@florenceaz.gov, and may be obtained upon request.

1.3 Incorporation of Proposal Documents: All of the Proposal Documents apply to and become a part of the terms and conditions of the Proposer's offer/proposal. The resultant contract between the Town and the Proposer shall include the: (1) RFP, including instructions, all terms and conditions, specifications, scope of work, attachments, any amendments thereto, any contract documents, and the Proposal Documents; and (2) the offer submitted by the Proposer in response to the RFP only to the extent it is consistent with the RFP terms and contract documents. All previous contracts between the Proposer and the Town are not applicable to this contract or other resultant contracts. Any award to a Proposer will be subject to a selected Proposer entering a services contract provided by and acceptable to the Town of Florence.

1.4 Proposer's Proposal Form: Proposals must be submitted only on the Proposer's Proposal form. All Proposals must be submitted in a sealed envelope clearly marked "Proposal for 4th of July Fireworks Show - Solicitation Fireworks Show, Office of the Town Clerk."

1.5 Florence's Right to Reject Proposals: Notwithstanding any other provision of this RFP, the Town expressly reserves the right to reject any or all Proposals, or portions thereof; and/or waive any defect or informality in a Proposal; and/or reissue an RFP; and/or exercise any other rights available to the Town under the terms of the RFP, the Town Code, law, or equity; and/or to withhold the award of the RFP for any reason the Town determines.

1.6 Execution of Contract: No contract or agreement, expressed or implied, shall exist or be binding on the Town before the execution of a written contract by both parties. If agreement on the terms of a resultant contract cannot be reached after a period deemed

reasonable by the Town in its sole discretion, the Town may negotiate and enter a contract with any other Proposer who submitted a timely, responsive and responsible proposal to this RFP.

1.7 Additional Investigation: The Town reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Proposer submitting an offer.

1.8 Prior Experience: Experiences with the Town and entities that the evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

1.9 Cost of Proposal: The Town shall not reimburse the cost of developing or providing any response to this RFP and development and provision of any offer shall be at the respective Proposer's sole cost. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

1.10 Late Proposals: Late submittals and/or unsigned proposals will not be considered under any circumstances. Envelopes containing Proposals with insufficient postage will not be accepted by Florence. It is the sole responsibility of the Proposer to see that his/her proposal is delivered and received by the proper time and at the proper place.

1.11 Proposal Amendment or Withdrawal: A proposal may be withdrawn any time before the Proposal due date and time. A proposal may not be amended or withdrawn after the proposal due date and time except as otherwise provided by applicable law.

1.12 Public Record: All proposals submitted in response to this solicitation and all evaluation related records shall become property of Florence and shall become a matter of public record for review, subsequent to proposal award. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Florence in proposals submitted, and the information sought to be protected clearly marked as proprietary. Florence will not insure confidentiality of any portions of the proposal that are submitted in the event that a public record request is made. The Town will provide 48 hours' notice before releasing materials identified by the proposal as confidential or proprietary in order for the Proposer to apply for a court order blocking the release of the information.

1.13 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerk's Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.14 Proposal Acceptance Period: All proposals shall remain open for 90 days after the day of the opening of proposals, but the Town may, at its sole discretion, release any proposal and return the proposal security (as applicable) prior to that date. No Proposer may withdraw his proposal during this period without written permission from the Town.

Should any Proposer refuse to enter into a contract, under the terms and conditions of the procurement, the Town may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.15 Addendum: This Request for Proposals may only be modified by a written Addendum. Potential Proposers are responsible for obtaining all addenda.

1.16 General Evaluation Standards: The Town of Florence is seeking proposals from qualified firms who have experience in providing fireworks and pyro technicians for fireworks displays. The Town will be the sole judge of whether the proposals offered are acceptable.

1.16.1 Deviations. Any deviations from General Evaluation Standards contained in section 1.16 or required content under section 1.17.5 may render the proposal non-responsive.

1.16.2 Disqualification. A Proposer (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its proposal rejected. The Proposer will be required to submit documentation demonstrating lawful presence in the United States pursuant to A.R.S. §§ 1-501 and 1-502 by completing the *Demonstrating Lawful Presence* form provided by the Town.

1.16.3 Waiver and Rejection Rights. The Town reserves the right to reject any or all proposals or to cancel the solicitation altogether, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received.

1.17 Proposal Preparation:

1.17.1 Format. Proposers shall submit their proposal with an original and three (3) copies and shall be submitted either on the forms provided in this solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

1.17.2 No Facsimile or Electronic Mail Proposals. Proposals may not be submitted in facsimile or electronically. All facsimile or electronic mail proposals shall be rejected.

1.17.3 Typed or Ink Corrections. The proposal shall be typed or in ink. Erasures, interlineations or other modifications in the proposal shall be initialed in ink by the person signing the proposal.

1.17.4 No Modifications. Modifications shall not be permitted after proposals have been opened except as otherwise provided under applicable

law.

1.17.5 Content. The proposal shall contain all of the following information:

Proposal Amount. The proposal amount for the Fireworks Show shall be listed in the Proposal Section. Upon receipt and acceptance of goods or services, the Proposer shall submit a complete and accurate invoice for payment from the Town within (30) days and pursuant to any resultant contract for services provided by the Town. Provide evidence of possessing necessary permits and licenses for the proposed fireworks display in the Town.

Description of proposed display. Fireworks Materials – quantity, quality, diversity, and size of materials. Fireworks Display Narrative / Worksheets (Provide Digital Media if available) - Provide a narrative description of the proposed fireworks display which includes the order in which shells are to be fired and any proposed laser technology, if applicable. Note: The inclusion of laser technology is not a requirement of this proposal.

Brief description of the Proposer/Experience/Qualifications. Provide a brief history of your firm, including addresses for all locations and years in business. Identify the key individuals that would be committed to this program, including the head pyro technician and assistant pyro technician. Head and assistant pyro technician must possess an appropriate number of years of experience and fired displays, which clearly demonstrates competency in this field. Identify number of displays fired, of the size and nature of the displays proposed in the scope of work herein, within the previous 12 months, by the head pyro technician (or for any head pyro technician who could be assigned to this contract). Provide an organizational chart identifying the key personnel, including qualifications, job titles, duties and responsibilities, and reporting relationships. Identify three (3) references for which similar work has been performed, including the name of the contract, contact name and telephone number, and type of operation. Identify any sub Proposers, if any, you might propose to use in the operation and their specific qualifications. Identify and describe any accidents or violations the firm or individual employees have been involved in while performing firework services. Provide the firm's safety policy / plan. Provide copies of either a Shooter Card or Fire Certification.

Tax ID Number. Proposer shall provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Proposal Section. A Town of Florence Sales Tax Number, if applicable, must also be supplied.

1.17.6 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the proposal Section, which shall be submitted together with the proposal by the proposal deadline. Failure to note a Solicitation Addendum may result in rejection of the proposal.

1.17.7 Evidence of Intent to be Bound. The proposal form submitted shall include a signature by a person authorized to sign the proposal. The offer sheet shall be submitted. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the proposal.

1.17.8 Non-Collusion and Non-Discrimination. By signing and submitting the Proposal, the Proposer certifies that:

- A. The Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its proposal; and
- B. The Proposer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.18 Inquiries:

1.18.1 Duty to Examine. It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its proposal for accuracy before submitting the proposal. Lack of care in preparing a proposal shall not be grounds for modifying or withdrawing the proposal after the proposal due date and time, nor shall it give rise to any contract claim.

1.18.2 Contact Person. Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be directed solely to the contact person listed on the cover page of the Solicitation. The Proposer shall not contact or direct inquiries concerning this solicitation to any other Florence employee unless the solicitation specifically identifies a person other than the Contact Person as a contact.

1.18.3 Submission of Inquiries. All inquiries shall be submitted in writing and shall refer to the appropriate solicitation number, page and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry, since it may then be identified as a proposal and not be opened until after the proposal due date and time. The Town shall consider the relevancy of the inquiry but is not required to respond in writing.

1.18.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least 5 days before the proposal due date and time for review and determination by Florence. Failure to do so may result in the inquiry not being

considered for a Solicitation Addendum.

1.18.5 No Right to Rely on Verbal Responses. A Proposer shall not rely on the Town verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

II. SPECIAL CONDITIONS.

2.1 Length of Program: The 4th of July fireworks display shall be at least 20 minutes in length.

2.2 Music: If the Town secures a music/radio sponsor, the Proposer will be required to work closely with the music/radio sponsor to coordinate the music selection, which will include a variety of patriotic and contemporary music, with the fireworks display. All music must be reviewed and approved by Town of Florence staff prior to the event.

2.3 Sound: If music is made part of the display, the Town will provide the equipment necessary for playing music and a professional sound system for the audience.

2.4 Fireworks Display: The display will be fired from the designated area as determined by the Town either electronically or manually as long as both processes meet all regulatory requirements. In addition, the Town may be agreeable to the inclusion of laser technology in the program. The display shall include both a distinct opening and a distinct closing portion. Shells used in the display shall be approved as to size by the Florence Fire Department and shall range from 3-12 inches in size and include low-level fireworks. Shells do not need to be preloaded. Proposer may propose fireworks that vary from the size specified. However, it is the sole responsibility of the Proposer to propose a display that is site appropriate and is in compliance with all regulatory requirements.

2.5 Display and Discharge Criteria: The fireworks display shall be conducted in accordance with the latest edition of the National Fire Protection Association (NFPA) Standard 1123, Code for Fireworks Display and related requirements for firing a display. All unfired fireworks shall be covered or protected during firing. Any shell not properly fired shall be disposed of in accordance with applicable regulations.

All fireworks material shall be clearly marked, indicating the type of shell and shall be delivered to the site on the day of firing. A representative of the Town of Florence and/or Florence Fire Department shall conduct inspection and inventory of the fireworks shells at least six (6) hours prior to the display being readied for firing. The firing time for the display shall be 8:30 P.M. dependent upon darkness and weather conditions. Arrangements will be made for access to the firing site prior to July 4th, as requested by the Proposer.

The Proposer shall provide necessary safety equipment, and all tools and materials, including, but not limited to mortar racks, lumber and stakes, etc., which may be required for the firing of the display. The Town will provide the Proposer with containers and sand. In addition, the Town will close down the designated area for the event. Fire extinguishers of appropriate classification and approved as operational shall be accessible and in plain

view from the time the fireworks arrive on site until all fireworks are completely removed from the site. A Firework display worksheets explaining exactly which shells will be fired, and the amount must be completed and submitted with the proposal.

2.6 Inclément Weather: The decision to cancel or postpone the fireworks display due to inclement weather shall be made by the Town of Florence. If the display is canceled, the Town of Florence will pay the Proposer its 'Actual Expenses' related to preparation for the unsuccessful displays on July 4, 2018. 'Actual Expenses' shall include expenses for travel, lodging, labor, meals, rentals, permits, setup and dismantling of the display, and any other expenses related to the unsuccessful attempts to present the display on the Original Date.

2.7 Condition of Site: The Proposer shall be responsible for removing all firing materials, large debris, packing materials, etc., and for filling all holes utilized for firing of the displays. All holes left unattended as a result of postponement of the display shall be marked with safety ribbon or cones. The Town of Florence will be responsible for picking up small debris (e.g. confetti). Removal of all materials shall be completed within three hours after the firing of the display. The Proposer shall walk the fallout zone of the fireworks site the following morning beginning at 6:00 A.M. and shall be responsible for the removal of any unexploded shells and to assist in the cleanup of debris.

2.8 Ground Protection: The Proposer shall provide protection to minimize damage to the area caused by the firing of shells.

2.9 Storage: The Proposer shall assume all responsibility and liability in connection with the storage of fireworks and/or firing materials.

2.10 Permits and Licensing: The Proposer shall obtain all required permits and licenses from the Town of Florence necessary to conduct a fireworks display in the Town of Florence. Proposer shall be responsible for any associated fees.

2.11 Crowd Control: The Town shall provide personnel at the fireworks site for crowd control and site security.

2.12 Proposer Responsibility: The Proposer is the Prime Proposer for purposes of this contract and shall be responsible for completely supervising and directing the setup and discharge of the fireworks displays. Sub Proposers who perform work under this contract shall be responsible to the Prime Proposer. The Prime Proposer agrees that it is as fully responsible for the acts and omissions of its sub Proposers and of persons employed by them as it is for the acts and omissions of its own employees.

2.13 Taxes: The Proposer shall pay all sales, consumer, use and other similar taxes required by the laws of the place where fireworks displays are performed. Taxes to be paid by the Proposer shall include, but shall not be limited to, the Town Of Florence Business and Occupational License Tax if applicable. Proposer's obligations under this section shall survive the expiration or other termination of this contract.

2.14 Substitute Shells: The Proposer may not substitute shells for the shells listed on the display worksheet without prior written approval of the Town of Florence.

2.15 Labeling of Shells: Each shell shall be specifically labeled and inventoried for easy review and identification by the Town representative(s).

2.16 Compliance with Town Code: The Proposer shall comply with all applicable provisions of Chapter 112.42 of the Florence Town Code.

2.17 Insurance.

2.17.1 Liability Insurance. Proposer shall maintain commercial general liability insurance covering actions by Proposer providing for a limit of not less than \$2,000,000.00 single limit, bodily injury and/or property, agents and employees as additional insured.

2.17.2 Adequacy of Insurance. Town makes no representation or warranty to Proposer that the amount of insurance to be carried by Proposer under the terms of this contract is adequate to fully protect Proposer's interests. Proposer acknowledges that Town shall not, by the fact of approving, disapproving, waiving, accepting, or obtaining any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of such insurance, the solvency of any insurance companies or the payment or defense of any lawsuit in connection with such insurance coverage, and Proposer hereby expressly assumes full responsibility for all liability, if any, with respect to, Proposer's insurance coverage.

2.17.3 Certificate. Upon execution of the resulting contract, Proposer shall deliver to Town a certificate of insurance and endorsements evidencing the coverage required by this Section.

2.17.4 Risk Management/Additional Insured. Proposer is primarily responsible for the risk management of its services under this contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the contract. Proposer shall require any and all sub Proposers to maintain insurance as required herein naming Proposer and Town as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance and endorsements. The Proposer's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Proposer shall not be limited to the liability assumed under the Indemnification provision of this contract. To the extent permitted by law, Proposer waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, Town, its agents, representatives, officers, directors, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of all insurance

policies required by this contract at any time. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

2.18 Indemnification: The Proposer shall at all times indemnify, keep indemnified, defend and save harmless Town and any of its mayor, councilmembers, officials, representatives, volunteers and employees from any and all claims, demands, suits, actions, proceedings, loss, cost and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by Town on account of loss of or damage to any person or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Proposer, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this contract or arising out of Worker's compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Proposer or its subcontractors or claims under similar laws or obligations. The Proposer's obligations under this paragraph shall not extend to any liability caused by the sole negligence of Town or its employees.

In the event that any action or proceeding shall at any time be brought against Town by reason of any claim referred to in this Section, the Proposer, at Proposer's sole cost and upon at least 10 day's written notice from Town shall defend the same with counsel acceptable to Town, in Town's sole discretion. The Proposer's obligations under the Section shall survive the expiration or termination of this contract. Insurance provisions set forth in this contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope of the magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

II. PROPOSER'S PROPOSAL

3.1 Proposer's Proposal: For the proposal opening January 22, 2018 for the 4th of July Fireworks Show.

3.2 Conditions Accepted: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents (RFP) carefully, and that this proposal is made with full knowledge of the RFP requirements. By signing this proposal, proposer agrees to all conditions contained in the Proposal Documents.

3.3 Proposal Amount: For the terms set forth in Paragraph 3.2 above: Proposer offers to provide the services for a total in the amount of:

(Enter Proposal price in writing) _____ ("Proposal Amount")

3.4 Acceptance: Proposer proposes and agrees that if this proposal is accepted, he or she will enter into a contract with Florence within fourteen (14) days after Florence's

acceptance of this proposal at the listed Proposal Amount.

3.5 Affidavit: The following affidavit is submitted by the Proposer as part of this Proposal:

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

1. The he/she has lawful authority to execute the within and foregoing Proposer's proposal.
2. That the Proposer has not directly or indirectly entered into any agreement , express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the parceling out to any Proposer or any other person of any part of the subject matter of the proposal or proposals or the profits thereof, and that he/she had not and will not divulge the sealed proposal to any other person whatsoever, except those having a partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.
3. That Proposer has received any Addenda issued.

Name

Title

STATE OF ARIZONA)
County of Pinal)SS
)

SUBSCRIBED AND SWORN TO before me this ____ day of _____,
20_____, by_____.

Notary

My Commission Expires: _____

COMMUNITY SERVICES DEPARTMENT SERVICES AGREEMENT

The SERVICES AGREEMENT (the "Agreement") is entered into by and between _____ and the Town of Florence, a political subdivision of the State of Arizona ("Town"), effective as of _____. Town and the Vendor may be referred to in this Agreement collectively as the "parties" and each individually as a "party".

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vendor and Town agree as follows:

Scope of Services: Vendor shall provide the Services described in the Scope of Services attached hereto and incorporated herein as Exhibit "A" (the "Services" or "Scope of Services", or "Program"). All work shall be reviewed and approved by Town's Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Vendor of any liability for improper, negligent or inadequate Services rendered pursuant to this Agreement.

Fees: The amount paid to the Vendor under this Agreement, including reimbursable expenses, shall not exceed _____. Vendor shall be paid in full within 30 days of the completion of the Program.

Termination for Convenience: Town has the right to terminate, suspend or abandon this Agreement for cause or convenience, or to terminate any portion of the Services which have not been performed by the Vendor. Town may terminate this Agreement, or any part thereof for its sole convenience, at any time without penalty or recourse. Vendor shall receive payment for Services satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Scope of Services and schedule for payment.

Independent Contractor: It is understood that Vendor shall be an independent contractor with respect to Services provided under this Agreement, and shall not be deemed to be a partner, employee, joint venturer, agent, or to have any other legal relationship with Town. As an independent contractor, Vendor shall: (a) have discretion in deciding upon the method of performing the Services provided; (b) not be entitled to worker's compensation benefits from the Town; (c) not be entitled to any Town sponsored benefit plan; (d) shall select the hours of his/her work; (e) shall provide her/his own equipment and tools; and (f) to the extent required by law, be responsible for obtaining and remaining licensed to provide the Services. Except as otherwise expressly provided herein, Town shall not be responsible for the payment of any taxes, permit fees or licenses incurred or required by Vendor in order to perform Services under this Agreement. Vendor understands that the Vendor is responsible to pay, according to law, the Vendor's income tax, and this may include Vendor's self-employment, social security, and other taxes. As an independent contractor, Vendor is responsible for providing all workers' compensation insurance required by law. Vendor shall be solely responsible for the acts and omissions of its officers, agents, servants, and employees.

Cancellation of Agreement: This Agreement is subject to cancellation by Town pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference.

Subject to allocation of fault, the Vendor shall at all times indemnify, keep indemnified, defend and save harmless Town and any of its Mayor, council members, officials, officers, from any and all claims, demand, suits, actions, proceedings, loss, costs and/or damages of every kind and description caused in whole or in part by Vendor acts or omissions or those of parties for whose conduct Vendor is responsible, including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by Town on account of loss or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Vendor, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement arising out Workers' Compensation claim, Unemployment Compensation Claims, or Unemployment Disability Compensation claim of employees of the Vendor or its subcontractors or claims under similar

laws or obligations. The Vendor's obligations under this paragraph shall not extend to any liability caused by the negligence of Town or its employees.

In the event that any action or proceeding shall at any time be brought against Town by reason of any claim referred to in this Section, the Vendor, at Vendor's sole cost and on at least 10 days written notice from Town, shall defend the same with counsel acceptable to Town, in Town's reasonable discretion. The Vendor's obligations under this Section shall survive the expiration or earlier termination of this Agreement. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Section and shall not be construed in any way to limit the scope and magnitude of this indemnification, nor shall this indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

Vendor liability hereunder is limited to the portion of fault attributed by the fact finder to Vendor, who shall make separate special verdicts on total damages and the proportional fault.

Notice: Unless otherwise provided herein, demands or notices under this Agreement will be in writing and will be deemed to have been duly given and received either (a) on the date of services if personally delivered to the party to whom notice is to be given, or (b) on the 3rd day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed according to the party's place of business as set forth herein.

Insurance:

- A. The Vendor shall provide and maintain and cause any subcontractors to provide and maintain appropriate insurance. In no event shall the total coverage be less than the minimum insurance coverage specified below:
 1. Commercial General Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
 2. Automobile Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.
 3. Statutory Workman's compensation.
- B. The Vendor shall name Town, its Mayor, council members, agents, officers, representatives, officials, volunteers and employees as additional insureds and shall specify that the insurance afforded by the Vendor shall be primary insurance and that any insurance coverage carried or self-insurance by Town, any department or employee shall be excess coverage and not contributory insurance to that provided by the Vendor. Said policy shall contain a severability of interest provision. Town reserves the right to continue payment of premium for which reimbursement shall be deducted from amounts due or subsequently due Vendor.
- C. Failure on the part of the Vendor to procure and maintain the requested liability insurance and provide proof thereof to Town within ten (10) days following the commencement of a new policy, shall constitute a material breach of the Agreement upon which Town may immediately terminate this Agreement. Within ten (10) days of signing this Agreement, the Vendor shall furnish the Town with copies of the Certificate of Insurance and Endorsements drawn in conformity with the above insurance requirements. Town reserves the right to request and receive certified copies of any or all of the above policies and endorsements.
- D. The Vendor agrees to comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage shall be provided within ten (10) days of signing this Agreement. The insurer shall agree to waive all rights of subrogation against Town, its Mayor and Council members, its officers, representatives, officials, volunteers, agents, and employees for losses arising from Services performed by the Vendor for Town.

- E. The Vendor is primarily responsible for the risk management of its Services under this Agreement, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Agreement subject to at least (5) days written notice. The Vendor shall require any and all subcontractors to maintain insurance as required herein naming Town and Vendor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Vendor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Vendor shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, Vendor waives all rights of subrogation or similar rights against Town, its Mayor and council members, officials, agents, representatives, officers, volunteers and employees. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its Mayor and council members, agents, representatives, officers, directors, officials, volunteers and employees as Additional Insureds. Town reserves the right to require complete copies of all insurance policies and endorsements required by this Agreement at any time. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on all of the parties. The parties agree that this Agreement may be transmitted between them via facsimile. The parties intend that faxed signatures constitute original signatures and that a faxed Agreement containing the signatures (original or faxed) of all the parties is binding upon the parties.

CONSTRUCTION: The terms and provisions of this Agreement represent the results of negotiations between the parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the party whose attorney prepared the executed Agreement or any earlier draft of the same.

DISPUTES, GOVERNING LAW: Should any dispute, misunderstanding or conflict arise as to the terms or provisions contained in this Agreement, the matter shall first be referred to Town, and Town shall determine the term or provision's true intent and meaning. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. The Agreement may not be modified or amended except by a written document, signed by authorized representatives for each party.

LICENSES: Vendor shall maintain in current status all Federal, State, and Local licenses and permits required for the operations of the business conducted by Vendor and the Services to be provided under this Agreement.

PERMITS AND RESPONSIBILITIES: Vendor, shall, without additional expense to Town, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State, County and Municipal Laws, codes and regulations in connection with the execution of the work, provision of Services and provision of materials.

NON-EXCLUSIVE REMEDIES: The rights and the remedies of Town under this Agreement are not exclusive. Town shall be entitled to offset against any sums due to Vendor, any expenses or costs incurred by Town, or damages assessed by Town concerning Vendor's non-conforming performance or failure to perform the Agreement, including costs and damages incurred by Town.

SURVIVAL: All warranties, representations and indemnification by Vendor shall survive the completion, expiration, or termination of this Agreement.

IN WITNESS WHEREOF, Vendor and Town have caused this document to be executed by their duly authorized representatives, this _____ date of _____, 2018.

REVIEWED:

AS TO FORM:

By: _____
Community Services Director

By: _____
Town Attorney

TOWN OF FLORENCE:

VENDOR:

By: _____
Town Manager/Deputy Town Manager

By: _____

DRAFT

Florence Fire Department

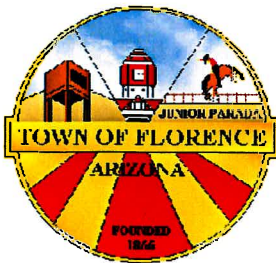
72 East First Street

P.O. Box 2670

Florence, Arizona 85132

Phone: (520) 868-7609

Fax: (520) 868-7644



APPLICATION FOR OUTDOOR DISPLAY OF FIREWORKS PERMIT

Date of Application _____

**Allow 10 business days from a complete submittal for review and comments

APPLICANT INFORMATION

Name of Applicant _____ Date of Birth _____

**Lead Pyrotechnic Operator

Permanent Home Address _____

City _____ State _____ Zip _____

Home Phone (____) _____ Work Phone (____) _____

Local Address _____

24 Hour Emergency Phone Number (____) _____

Phoenix FD Shooters Card _____ BATF Permit Number _____

**Provide copies of each

DISPLAY SITE INFORMATION

Date of Display: _____ Start Time: _____ End Time: _____

Alternate Date: _____

Address/Location of Display _____

**Attach Site Plan

Expected Arrival Date of Fireworks to Site _____ Time _____

Name of Event _____

Description of Event _____

Property Owner Name _____

**Attach additional sheets if more than one property owner is involved, provide written permission, lease, etc.

Address _____

City _____ State _____ Zip _____

Phone (____) _____

SPONSOR INFORMATION

Corporate or Company Name _____

Contact Person _____ Address _____

City _____ State _____ Zip _____ Phone (____) _____

MONITOR COORDINATOR

Name _____ DOB _____ Address _____

City _____ State _____ Zip _____ Phone (____) _____

INSURANCE INFORMATION

Insurance Carrier _____ Policy Number _____

**Submit a copy of insurance certificate

Issue Date _____ Public Liability Amount **\$1,000,000**

**Minimum amount

FIREWORKS SUPPLIER

Company Name _____

**Supply copy of invoice—listing type, quantity and total weight

Address _____

City _____ State _____ Zip _____

Contact Person _____ 24 Hour Emergency Phone (____) _____

TRANSPORTATION OF FIREWORKS

Company Name _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ 24 Hour Emergency Phone (____) _____

Hazardous Materials Transportation Permit Number _____

**Provide Copy of Permit

Manner of Storage and Location of Display Fireworks Pre-Event _____

Manner of Storage and Location of Display Fireworks Post-Event _____

COMMUNICATIONS

Detail communication system for Monitors and Assistants _____

**Provide additional sheets if necessary

Emergency communication for Sponsor and Spectator Area _____

Reporting an emergency 911 24 Hour On Site Phone (____) _____

**All employees and agents to be trained

**Must be accessible to all employees and agents

ASSISTANTS, EMPLOYEES, MONITORS AND AGENTS

List Assistant(s) that will handle display fireworks—Must be 18 years old

Name _____ DOB _____ Address _____

City _____ State _____ Zip _____ Phone (____) _____

Name _____ DOB _____ Address _____

City _____ State _____ Zip _____ Phone (____) _____

Name _____ DOB _____ Address _____

City _____ State _____ Zip _____ Phone (____) _____

List monitors, employees, agents and additional assistants on the provided ATTACHMENT. A minimum of four Monitors is required and they must be at least 18 years old. List of additional assistants, monitors, employees and agents may be submitted on the day of event.

Failure to submit all information detailed in the Florence Fire Department Permit check list to obtain permit for outdoor fireworks display at the time of application will cause processing of the permit to be suspended or delayed.

ISSUANCE OF A PERMIT CONSTITUTES PERMISSION TO STORE, USE OR HANDLE, OR TO CONDUCT PROCESSES WHICH PRODUCE CONDITIONS HAZARDOUS TO LIFE OR PROPERTY. SUCH PERMISSION SHALL NOT BE CONSTRUED AS AUTHORITY TO VIOLATE, CANCEL OR SET ASIDE ANY PROVISIONS OF THE 2006 INTERNATIONAL FIRE CODE, NFPA STANDARDS, OR ANY OTHER APPLICABLE LAW OR REGULATION.

I have received a copy of, have read and understand FLORENCE FIRE DEPARTMENT PERMIT CHECK LIST for outdoor displays of fireworks, and agree to comply with all terms, provisions and conditions of the 2006 International fire code, NFPA, as well as any other applicable Town, County or State regulations and Requirements.

Permit applicant agrees to carry out all aspects of the Outdoor Fireworks Display in compliance with the 2006 International Fire Code and all other laws or regulations applicable thereto, whether specified or not, and in complete accordance with the approved plans and specification. Permits which purport to sanction violations of the 2006 International Fire Code or any applicable law or regulation shall be void and approvals of plans and specifications in issuance of such permits shall likewise be void.

Signature of Applicant: _____ Date _____

Plans and Specifications Approved by Florence Fire Department

_____ Date _____
Plan Reviewer

ATTACHMENT

ASSISTANTS, EMPLOYEES, MONITORS AND AGENTS

LIST ASSISTANT(S) THAT WILL HANDLE DISPLAY FIREWORKS—Must be 18 years old

Name _____ DOB _____ Address _____

City _____ State _____ Zip _____ Phone (____)

Name _____ DOB _____ Address _____

City _____ State _____ Zip _____ Phone (____)

LIST MONITORS TO HANDLE CROWD CONTROL—Must be 18 years old

Name _____ DOB _____ Address _____

City _____ State _____ Zip _____ Phone (____)

Name _____ DOB _____ Address _____

City _____ State _____ Zip _____ Phone (____)

Name _____ DOB _____ Address _____

City _____ State _____ Zip _____ Phone (____)

Name _____ DOB _____ Address _____

City _____ State _____ Zip _____ Phone (____)

Name _____ DOB _____ Address _____

City _____ State _____ Zip _____ Phone (____)

LIST OTHER EMPLOYEES OR AGENTS

Name _____ DOB _____ Address _____

City _____ State _____ Zip _____ Phone (____)

Name _____ DOB _____ Address _____

City _____ State _____ Zip _____ Phone (____)

ATTACHMENT

ASSISTANTS, EMPLOYEES, MONITORS AND AGENTS

LIST ASSISTANT(S) THAT WILL HANDLE DISPLAY FIREWORKS—Must be 18 years old

Name _____ DOB _____ Address _____

City _____ State _____ Zip _____ Phone (____) _____

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City _____ State _____ Zip _____ Phone (____) _____

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City _____ State _____ Zip _____ Phone (____) _____

Name _____ DOB _____ Address _____

City _____ State _____ Zip _____ Phone (____) _____

Name _____ DOB _____ Address _____

City _____ State _____ Zip _____ Phone (____) _____

LIST OTHER EMPLOYEES OR AGENTS

Name _____ DOB _____ Address _____

City _____ State _____ Zip _____ Phone (____) _____

Name _____ DOB _____ Address _____

City _____ State _____ Zip _____ Phone (____) _____

Florence Fire Department

72 East First Street
(520) 868-7609

Post Office Box 2670

Florence, Arizona 85132

Fax: (520) 868-7644



Florence Fire Department Permit Check List:

PURPOSE:

To provide information and guidelines for issuing permits and inspecting pyrotechnic displays.

PROCEDURE:

Fireworks are regulated under the currently adopted edition of the International Fire Code, NFPA 1123 and NFPA 1126.

An operational permit is required for the use and handling of pyrotechnic special effects material. Permits shall be issued by Fire Prevention upon review and approval of a special events application. To apply for a fireworks permit, an applicant must submit the following information.

- Special Event Application
- Detailed site plan with dimensions
- List of aerial effects to be used, number and size
- List of pyrotechnic operators/assistants and their certification or fitness cards
- Certificate of liability insurance
- Permit fee

Site Assessment

Prior to issuing a permit for fireworks, it will be necessary to conduct a site survey to verify proximity to buildings, highways, overhead obstructions and audience areas. The minimum separation distance from mortars to spectators is specified in NFPA 1123 Table 5.1.3.1 Spectator parking areas and structures shall not be located within the display site. Exception: Unoccupied structures with the approval of the building owner and fire code official. The trajectory of the shells shall not come within 25' of any overhead object. Vegetation modification may be required within the fallout area.

Inspection Checklist

Upon approval of the fireworks permit, an inspection shall be conducted the day of the event. The following items shall be addressed prior to, during and after the display.

Notify the Fire Chief or Battalion Chief and coordinate standby personnel.

- Identify the pyrotechnic operator and verify that his/her name appears on the operator list(permit) and cross out all names not present. Only those listed on the permit are allowed to shoot.
- Identify the assistants and verify that their names appear on the assistants list. Cross out the name of any assistant who is not present. Any new assistant not listed must show proof that they are over 18 years old, then list them.
- Verify the operators and assistants have the proper personal protective equipment and are wearing it during set-up and clean-up. All personnel in the discharge site shall wear head protection, eye protection, hearing protection, foot protection and cotton, wool or similarly flame-resistant long-sleeved, long-legged clothing.
- Verify that the fallout area is clear of any tall grass, weeds, and/or other combustible material.
- Verify the proper distances to spectator areas have been met. Mortars require 70 feet radius per inch of aerial shell. Ground pieces must be located 150 feet from spectators and vehicles.
- Aerial shells shall be shot straight up or angled to allow for wind to carry shells away from the main spectator viewing area.
- Verify that the fallout area is secured. No one is allowed in the fallout area except the operator, assistants, and FD/PD personnel. No one is allowed in the discharge area (immediate area surrounding the fireworks mortars) except the operator and assistants during the shoot.
- Potential entry points for spectators into the fallout area must be secured by security personnel prior to the start of the show, i.e. barricades, tape, etc.

- Evidence of drug or alcohol use by the shooters or assistants shall halt setup and the individual shall be removed from the area. Contact the fireworks company to send out another approved shooter and request assistance from the PD to secure the site. Impaired operators shall not be allowed to remain on site or move any explosives.
- Trucks used for transporting explosives shall be placarded on all sides, parked a minimum of 50 feet from the set-up site and not be left unattended.
- Verify that the mortars and racks used for aerial displays are securely constructed, (no loose nails), and set so they cannot fall over during the shoot. You may request additional stakes, tie wire, legs, etc if there is a stability concern.
- Verify that the assistants have fire extinguishers, shovels, water tender and/or other firefighting equipment.
- Verify that any pyrotechnic materials are stored in a ready box, magazine or corrugated DOT container, water tight and secured from sparks or burning material from lift-charge debris, low breaks or muzzle breaks.
- Verify that mortars are inspected and shells handled properly. Prior to placement, mortars shall be inspected for defects, such as dents, cracks, bent ends, damaged interiors and damaged plugs. Defective mortars shall not be used.
- Shells having tears, leaks, broken fuses or signs of having been wet shall not be fired. Aerial shells shall be carried to mortars by the shell body and loaded by holding the thick portion of the fuse.
- Verify that there is no smoking within 50 feet of the discharge area.
- Verify that the weather conditions are favorable. Contact dispatch for current wind speeds when in question. Wind speeds in excess of 15mph are cause for postponing or canceling the show.
- Establish a means of communication between you and the shooter in the event of an emergency. Do not enter the discharge area once the show begins.
- Misfired shells shall be marked (duct or masking tape) and not reloaded or reused.
- Operators shall maintain a 75 foot distance from mortars when using electrically fired displays. Electrically fired displays shall be separated from manually fired displays by a 25 foot minimum distance.
- After the show, maintain security of the fallout area until the operator declares it safe.
- Post show inspections for unfired shells or live components shall be conducted by the operator immediately following the show or at first light.



FIREWORKS CHECK LIST

72 East First Street
(520) 868-7609

Post Office Box 2670

Florence, Arizona 85132
Fax: (520) 868-7644

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_____ Date _____
Fire Chief

_____ Date _____
Pyrotechnic Engineer