

City of Isle of Palms Request for Bids
Request for Bids 2022-01
Monday, July 4, 2022 Fireworks Display

In compliance with the City's Procurement Ordinance, the City of Isle of Palms, South Carolina is requesting bids for the City's fireworks display on July 4, 2022. The request will be bid and awarded pursuant to the City's procurement ordinance. The City reserves the right to reject any and all bids and to waive irregularities.

Bids should be submitted to the following:

Desiree Fragoso, City Administrator
City of Isle of Palms
1207 Palm Boulevard
Post Office Box 508
Isle of Palms, South Carolina 29451

The deadline for submission is 2:00 p.m. Eastern Standard Time, **Thursday, February 17, 2022.** Submissions must be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope, where they will be opened and read aloud. Sealed envelopes must be clearly marked RFB 2022-01 July 4, 2022 Fireworks Display and include one (1) hard copy and one (1) electronic copy saved to a compact disc (CD). The City accepts no responsibility for electronic submissions, and it will be the responsibility of the proposers to verify receipt by the City.

Bids may be delivered by hand or by mail, but no bid shall be considered which is not actually received by the City at the place, date and time appointed by the City and the City shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any bidder of any particular means of delivery of bids.

Bidders acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the respondent or any member of the respondent's organization as a result of, or arising out of, submitting a bid, negotiating changes to such bid, or due to the City's acceptance or non-acceptance of the bid or the rejection of any and all bids. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requests. Neither issuance of the RFB, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any respondent even if all the requirements in the RFB have been met.

Respondents must have or be able to procure an Isle of Palms Business License.

A 5% Bid Bond or Certified Check must accompany each bid submitted and will become the property of the City of Isle of Palms, if the successful bidder refuses or neglects to comply with the terms of the Contract. Bid deposits are to be made payable to the City of Isle of Palms. In the event that the successful Bidder fails to execute a Contract within (10) days of the receipt of said contract, such security shall be retained by the city as liquidated damages. Unsuccessful Bidders' deposits will be returned immediately following the award to said successful bidder.

Firms considering submission under this RFB will be expected to have read and be prepared to enter into the attached contract, which is a part of this RFB. The contract requires provision of a performance bond satisfactory to the City. The City of Isle of Palms reserves the right to reject any and all bids and to waive irregularities.

By signing this bid or proposal, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of laws and agrees to provide the City upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to the Bidder and its subcontractors or sub-subcontractors; or (b) that bidder and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Bidder agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14 and (b) include in their contracts with sub-subcontractors, language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

A. Scope of Service

Bidder shall deliver fireworks to display on site on Monday, July 4, 2022. Fireworks are to be stored off-site in any A.T.F. approved storage magazine prior to July 4, 2022. Bidder shall provide professional licensed pyro-technician to setup and fire display, and to clean up after display. Please complete the attached response form indicating the quantity and type of fireworks to be discharged during a 25 - 30 minute display and indicate the respective costs.

B. Date and Time of Display

Display is to be on July 4th, 2022 and is to start approximately 9:00 pm or as directed by an authorized representative of the City. A rain date is to be the following evening or as agreed between the successful bidder and the City.

C. Term

The term of the contract shall be for one year. The contract may be renewable at the sole option of the City for three additional one-year terms.

D. Location

The City has obtained permission of the Sea Cabin Condominium Regime, 1300 Ocean Boulevard, to shoot from the end of their pier which extends 578' over the Atlantic Ocean from the beach. Entrance to the pier is 34' from the Sea Cabin Condominiums and there is vehicle access in the parking lot to the pier entrance. In order to utilize this site, the successful bidder will be expected to indemnify the City and the Sea Cabin Condominium Regime and name both entities as additional insured under the company's liability insurance policies.

E. Insurance

The City of Isle of Palms will not execute a contract for services until provided with a Certificate of Insurance listing the City, Sea Cabins Condominium Regime and the Isle of Palms County Park as additional insureds. The successful bidder shall also be expected to indemnify the City, Sea Cabins Condominium Regime and the Isle of Palms County Park as a condition of the contract. The requirements for general liability, automobile, workman's compensation and property damage insurance are included in the contract document. Special consideration will be given to bidders offering excess coverage.

F. Qualifications of Bidders

The successful bidder must be able to provide a sufficient number of experienced personnel to deliver, secure, set-up, fire and break down the display. A minimum of 2 technicians (shooters) plus an applicable number of handlers shall be provided for the display. Technicians and helpers must be experienced and trained in the proper handling and discharge of the fireworks applicable to this display. The bidding FIREWORKS DISPLAY COMPANY must have a minimum of 3 years' experience in presenting a firework display similar in size to the proposed display. If the technicians are not employees of the company, please provide information on display experience and client references. If the technician is an agent of the fireworks company, then the insurance provisions and indemnity clauses contained in these specifications will also apply to the agent. Please provide a list of municipal and governmental references who have utilized your services in the last five years.

G. Required Equipment

The successful bidder will be required to furnish and set up all equipment necessary to effectively display the required fireworks exhibit. This equipment will consist of, but is not be limited to, the PROPOSED FIREWORKS as bid, fuse, mortars/firing tubes, finale racks (as may be required), equipment to transport all materials from vehicles to the end of the pier and back, flashlights, fuses or other similar ignition devices, lumber and/or any other materials normally used to present a fireworks display of this size. Within twelve (12) hours after the completion of the display, the successful bidder must remove all equipment used by the display operator at the firing site, including removal of any unexploded fireworks, frames, sets and lumber, and repair any damages that may have occurred during the setup, firing and/or break down, including refilling of all holes, to the satisfaction of the City. The successful bidder shall also be required to provide all lighting equipment required for any nighttime work.

H. Fireworks Bid Evaluation and Award

The City, at its sole discretion, reserves the right to waive any technicalities or irregularities, to reject any and all bids, and/or accept the bid which is in the best interest of the City.

This award, if made, may be based upon additional considerations including but not limited to: quantity of fireworks offered, quality of product, variety of effects, experience and/or qualifications of the bidder, good references from prior customers with similar budgets to that of the City, or any other quality that may be deemed desirable and beneficial to the City.

I. Regulations, Permits and Fees

The successful bidder shall be required to obtain at their expense, all permits required for the presentation of the proposed fireworks display, including but not limited to, a City of Isle of Palms business license. The successful bidder must comply with all Federal, State and Local ordinances that may apply. In addition, the successful bidder must abide by the following regulations, as amended from time to time:

- (a) N.F.P.A. Code 1123-(2010 Edition) "Code for Fireworks Display;"
- (b) N.F.P.A. Code 1126-(2011 Edition) "Standard for the Use of Pyrotechnics Before a Proximate Audience;"
- (c) International Fire Code-(2012 Edition), Chapter 56, Section 5608, "Fireworks Display;"
- (d) South Carolina Code of Regulations, Chapter 71, Article 8, Subarticle 6, Sec. 71-8305 et seq., "Fireworks and Pyrotechnics."

J. Security of the Firing Site

The City agrees to provide a secure area from which the fireworks can be launched. The level of the security will be at the determination of the City and any cost for said security at the firing site will be at the expense of the City. If the successful bidder deems extra security is necessary in addition to the security provided by City, the successful bidder may provide such additional security at its own expense.

K. Security of the Breakdown Site

The successful bidder shall be solely responsible for securing the site during breakdown after the display has been fired.

L. Request for Exceptions to Bid Requirements

Should any qualified bidder take exception to any of the requirements or specifications stated herein, the bidder may request in writing, an exception to said requirement or specification. The request for exception may be made in advance of the bid submission or may be noted on the proposal form. In either case, the City shall evaluate the request for exception and the decision of the City or its appointed representatives shall be final.

M. Meetings

The successful bidder must hold a pre-event meeting with the City Administrator, the Fire Chief and the Police Chief for the purpose of a site review. The successful bidder must coordinate activities with the Fire Chief and a representative from the Police Department.

N. Site Visit

All bidders must arrange for a site visit with the Fire Chief prior to submitting a bid.

City of Isle of Palms, South Carolina
Bid Form for July 4, 2022 Fireworks Display
RFB 2022-01
Specifications

A. Maximum size shell allowed: FIVE (5")

B. Length of Display 25 - 30 Minutes

C. Body of Program

(2,500) 1.5" – 2" shells

(540) 4" shells

(180) 5" shells

D. Finale

(360) 3" shells

((60) 4" shells

(18) 5" shells

Total lump sum price for this display:

The undersigned bidder does hereby agree to furnish the City of Isle of Palms, South Carolina, the items listed in accordance with the specifications shown by the Request For Bids to be delivered to the specified site, all setup including racks, fired and breakdown including racks for the price indicated.

THIS BID MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE COMPANY IN HIS/HER OWN NAME.

Typed Name and Title

Signature _____ Date _____

Firm

Address

Telephone Number _____

After Hours Telephone Number _____

Fax Number _____

Email Address _____

**City of Isle of Palms, South Carolina
Reference Information for Fireworks
Bid RFB 2022-01**

Organization _____
Contact Person _____
Address _____
City _____ State _____ Zip Code _____
Phone Number () _____
Project Cost _____ Date Performed _____

Organization _____
Contact Person _____
Address _____
City _____ State _____ Zip Code _____
Phone Number () _____
Project Cost _____ Date Performed _____

Organization _____
Contact Person _____
Address _____
City _____ State _____ Zip Code _____
Phone Number () _____
Project Cost _____ Date Performed _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT FOR 4TH OF JULY
FIREWORKS DISPLAY

THIS AGREEMENT FOR 4TH OF JULY FIREWORKS DISPLAY (“Agreement”) is made and entered into this ____ day of _____, 2022, by and between the City of Isle of Palms, S.C., a South Carolina municipal corporation (“City”), and _____ (“Contractor”).

WHEREAS, Contractor was the successful bidder under the City’s solicitation for bids for the purchase of a fireworks display for July 4, 2022; and

WHEREAS, the parties hereto desire to enter into this Agreement to set forth the exact rights, duties and obligations of each party regarding the services to be performed by Contractor pursuant to the bid.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Contractor agree as follows:

1. SCOPE OF SERVICES.

A. Contractor agrees to provide all labor, personnel, equipment, tools, materials, supplies, and incidentals necessary to effectively display the required fireworks exhibit, including but not limited to, delivery, set-up, securing, firing and breaking down the display, and any clean-up and repairs necessary after the display (the “Project”), pursuant to the requirements and specifications set forth in the City’s Request for Bids 2022-01, entitled “July 4, 2022 Fireworks Display” (the “RFB”), a copy of which is attached hereto as “Exhibit I” and made a part of this Agreement by reference thereto, and the proposal submitted by Contractor to City dated _____ (the “Proposal” and together with the RFB, the “Bid Documents”), a copy of which is attached hereto as “Exhibit II” and made a part of this Agreement by reference thereto.

In the event of any conflict between the provisions of this Agreement and the Bid Documents, the terms of this Agreement shall control.

B. Contractor agrees to use its best skill and attention and be solely responsible for all means, methods, techniques, sequences, and procedures in the performance of the services under the Project. Contractor hereby warrants to City that all services for the Project shall be performed in a good and workmanlike manner.

C. Contractor agrees to provide, in addition to other personnel, a minimum of two (2) professionally licensed and trained pyro-technicians to set-up and fire the display and to clean up after the display.

D. Contractor agrees to furnish and set up all equipment necessary to effectively display the required fireworks exhibit, including but not limited to, the proposed fireworks as bid, fuse, mortars/firing tubes, finale racks as may be required, flashlights and any other lighting required for nighttime work, fuses or other similar ignition devices, lumber and/or any other materials necessary to present the fireworks display.

E. Within twelve (12) hours after the completion of the display, the Contractor agrees to remove all equipment used at the firing site, including but not limited to, removal of any unexploded fireworks, frames, sets and lumber, and to repair any damages that may have occurred during the setup, firing and/or break down, including but not limited to refilling of all holes, to the satisfaction of the City.

F. Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all services performed by Contractor pursuant to this Agreement. In addition, Contractor specifically agrees to abide by all regulations contained in: (i) N.F.P.A. Code 1123-(2010 Edition) "Code for Fireworks Display;" (ii) N.F.P.A. Code 1126-(2011 Edition) "Standard for the Use of Pyrotechnics Before a Proximate Audience;" (iii) International Fire Code-(2012 Edition), Chapter 56, Section 5608, "Fireworks Display;" and (iv) South Carolina Code of Regulations, Chapter 71, Article 8, Subarticle 6, Sec. 71-8305 et seq., "Fireworks and

Pyrotechnics,” all as amended from time to time, and which are incorporated into the terms of this Agreement by reference thereto as if fully set forth herein.

G. The City agrees to provide a secure area from which the fireworks can be launched. The level of the security will be at the determination of the City and any cost for said security at the firing site will be at the expense of the City. If Contractor deems extra security is necessary in addition to the security provided by City, Contractor may provide such additional security at its own expense. Contractor shall be solely responsible for securing the site during breakdown after the display has been fired.

2. CONTRACT PRICE. For all services under this Agreement, City agrees to pay to Contractor the sum of _____ (\$_____) Dollars. Fifty (50%) Percent of such amount shall be payable at the commencement of the term of the Agreement (the “Deposit”) and the remaining balance of Fifty (50%) Percent shall be payable within ten (10) days of completion of the Project.

3. PERFORMANCE BOND. Contractor agrees to provide, at Contractor’s expense, a performance bond satisfactory to City in an amount equal to the contract price.

4. CHANGE ORDERS. Changes to the Project, if any, shall be made only by the prior written agreement of each party.

5. COMPLETION DATE. TIME IS OF THE ESSENCE. Contractor agrees to complete the Project as required on July 4th at such time as directed by City. Should inclement weather prevent performance on July 4th, the Project will be completed the next day on July 5th or on such postponement date as otherwise agreed upon between the parties, and at such time as directed by City.

6. FORCE MAJEURE. In the event of fire, accident, strikes, delay, flood, acts of God, war or public enemy, civil commotion, riot or insurrection, governmental interference, or any other causes beyond the control of the Contractor (other than inclement weather referenced in Paragraph

4) which render its performance impossible under this Agreement, the parties hereto release each other from any and all obligations hereunder and from damages resulting from the breach thereof, except for liabilities that may have already accrued to such time.

7. TERM OF AGREEMENT; RENEWALS. The initial term of this Agreement shall be for a period of one year, commencing on the date of execution of the Agreement. This Agreement may be renewed at the sole option of the City for three (3) additional one-year terms under the same terms, covenants and conditions set forth in this Agreement. City shall provide Contractor with written notice of the renewal at least sixty (60) days prior to the expiration of the then current term.

8. INSURANCE REQUIREMENTS.

A. Contractor agrees to obtain comprehensive general liability, automobile, workers compensation and property damage insurance as set forth in this Section.

B. Contractor agrees to maintain policies providing a minimum of the following insurance protection through a company licensed in the State of South Carolina and approved by the City. Contractor agrees to furnish proof of such insurance to the City prior to the commencement of any work by Contractor and each renewal term thereafter within ten (10) days from the renewal date of such policies. Such policies shall contain a provision requiring a thirty (30) day prior written notice to City prior to cancellation, non-renewal, or adverse change to the policy.

C. Contractor agrees to maintain insurance coverage as follows:

(i) Comprehensive General Liability

Bodily Injury	\$1,000,000 each occurrence
	\$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence
	\$2,000,000 aggregate

(ii) Worker's Compensation and Employer's Liability as provided for in applicable statutes.

(iii) Comprehensive Automobile Liability (including all owner, non-owner, and hired vehicles)

Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$500,000 each occurrence
	\$500,000 aggregate

D. All such policies shall name the City of Isle of Palms, Sea Cabins on the Ocean, III Horizontal Property Regime, and the Charleston County Park and Recreation Commission as additional insureds.

E. Contractor may purchase, at Contractor's expense, such additional or other insurance coverage as Contractor deems appropriate. Maintenance of the required minimum insurance coverage does not relieve the Contractor of responsibility for any losses not covered and paid by these policies.

9. PERMITS, FEES AND LICENSES. Contractor agrees to apply for, obtain and pay for all permits, fees, licenses and inspections by governmental agencies necessary for the Contractor's proper performance and completion of the Project, including, but not limited to, a City of Isle of Palms business license.

10. INDEMNIFICATION.

A. Contractor agrees to hold harmless and indemnify City and its officers, agents and employees from and against any loss or damage, including all reasonable attorney's fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines or penalties (including but not limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) arising out of or in connection with Contractor's performance of this Agreement.

B. Contractor also agrees to hold harmless and indemnify the Sea Cabins on the Ocean, III Horizontal Property Regime and the Charleston County Park and Recreation Commission, their respective officers, agents and employees from and against any loss or damage, including all reasonable attorney's fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines or penalties (including but not limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) arising out of or in connection with Contractor's performance of this Agreement.

11. SITE INVESTIGATION. Contractor acknowledges that Contractor has inspected the service areas, has determined the nature of the work and the difficulties and facilities attending performance of the work, and all other matters which Contractor contemplates may in any way affect the work under this Agreement.

12. BREACH. In the event that either party breaches any provision of this Agreement, and the same continues for a period of seven (7) days after receipt of written notice thereof, then the non-breaching party may exercise any and all remedies at law or in equity regarding the breach of this Agreement. Without prejudice to any other rights or remedies available for the said breach, the non-breaching party may terminate this Agreement and cease further performance under this Agreement. The non-breaching party shall be entitled to recover all damages, including reasonable attorney's fees and costs, incurred as a result of the breach of this Agreement.

13. MEDIATION. Any claim, dispute, or controversy arising under or in connection with this Agreement shall be subject to mediation as a condition precedent to litigation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the proposed mediator. Mediation shall be conducted in Charleston County, South Carolina. The mediator shall be a member of the South Carolina Bar and shall be selected by mutual consent and agreement of the parties. If a party fails to object to the mediator proposed by the party requesting mediation within 30 days of the initial request for mediation, the mediator shall be deemed selected as proposed. If the parties fail to agree upon a mutually acceptable mediator within 60 days of the

initial request for mediation, the mediator shall be selected from the official roster of active certified mediators in Charleston County, as provided by the South Carolina Supreme Court's Commission on Alternative Dispute Resolution and Board of Arbitrator and Mediator Certification, by choosing in alphabetical order the first available circuit court mediator from the roster. The parties shall equally divide the mediator's fee and any filing fees. Agreements reached in mediation shall be enforceable as settlement agreements in any court of competent jurisdiction. Nothing contained herein shall preclude either party from seeking enforcement of the terms of mediation pursuant to this Paragraph through a court of competent jurisdiction, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney's fees, incurred in the proceedings seeking enforcement.

14. NOTICES. All notices, consents, and approvals required by any provision of this Agreement shall be in writing and shall be deemed to be properly given and received when personally delivered to the representatives of each party or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to:

City of Isle of Palms:

Representative: Desiree Fragoso, City Administrator
Address: 1207 Palm Blvd., Isle of Palms, SC 29451

[Contractor]_____:

Representative: _____
Address: _____

15. CITY'S RIGHT TO TERMINATE. If City fails to budget for the Project during any year of the term or renewal term under this Agreement, Contractor agrees that City may terminate the Agreement without penalty or liquidated damages and Contractor agrees to release City from any and all performances of the covenants herein contained and from any damages resulting from the breach thereof. City shall notify Contractor in writing of such termination within ten (10) days of adoption of the applicable budget.

16. LIQUIDATED DAMAGES. The parties both acknowledge that if either party cancels this Agreement, the non-breaching party will suffer damages. They further acknowledge that those damages will be uncertain as to amount and difficult to prove. Cancellation of this Agreement by either party, other than for reasons specifically provided in Paragraphs 5, 6 or 15 of this Agreement, shall result in the forfeiture of the Deposit (50% of contract price) by the breaching party as liquidated damages and not as a penalty.

17. EFFECT OF WAIVER OR CONSENT. A waiver or consent, express or implied, to or of any breach or default by a party in the performance of its obligations under this Agreement is not a consent or waiver to or of any other breach or default in the performance by that party of the same or any other obligations of that party with respect to this Agreement. Failure on the part of a party to complain of any act of the other party or to declare a party in default with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that default until the applicable statute-of-limitation period has run.

18. SUB-CONTRACT OR ASSIGNMENT. Contractor agrees not to enter into any subcontracts or assignments pertaining to the performance of all or any part of this Agreement, either voluntarily or by operation of law, without prior written approval of City.

19. NO PARTNERSHIP. This Agreement shall not constitute nor be construed as a franchise, partnership, joint venture, employment, or agency relationship between the parties hereto.

20. BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

21. GOVERNING LAW; SEVERABILITY. This Agreement is governed by and shall be construed and interpreted in accordance with the laws of the State of South Carolina. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent

jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes and nullifies all prior or contemporaneous contracts, agreements, understandings or representations, whether oral or written, which are not expressly stated in this agreement. Neither party is relying upon any representation not expressly contained herein. This Agreement may be amended and modified from time to time only upon the written mutual consent of City and Contractor.

23. SECTION HEADINGS. The headings of Sections or paragraphs used in this Agreement have been inserted for convenience only and are not to be used in determining the contents contained herein.

[The remainder of this page has been intentionally left blank. The signature page follows.]

IN WITNESS WHEREOF, the City and Contractor have hereunto set their hands and seals, by and through the undersigned officers, as of the day and year first above written.

WITNESS:

[Contractor]

(#1 as to Contractor)

By: _____

(#2 as to Contractor)

Title: _____

The City of Isle of Palms, S.C.

(#1 as to City)

By: _____

(#2 as to City)

Title: _____

EXHIBIT I

(Attach City's Request for Bids 2022-01 "July 4, 2022 Fireworks Display")

EXHIBIT II

(Attach Contractor's Proposal dated _____)