



**CITY OF DANA POINT  
DANA POINT, CALIFORNIA**

**REQUEST FOR PROPOSAL  
FOR AERIAL FIREWORKS SHOW  
TO BE HELD ON JULY 4, 2024**

Prepared By:

City of Dana Point  
Community Services Department  
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NOTICE INVITING PROPOSALS FOR AERIAL FIREWORKS SHOW TO BE HELD ON  
JULY 4, 2024

**I. General Information**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Dana Point (City) solicits proposals using a Request for Proposal (RFP) from qualified firms that will lead to a contract to provide aerial fireworks to be held on July 4, 2024.

It is the intent of the City to award a contract, in a form approved by the City Attorney, to the selected firm. The City reserves the right to further negotiate the terms and conditions of the contract. The City shall preserve the right to withdraw the RFP, to reject any proposal for noncompliance with RFP provisions, or to not award a contract because of unforeseen circumstances if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. The project may not be awarded to the lowest priced bid, but will consider price, quality of services, experience, ease of administration and other factors.

**II. Selection Process**

A panel comprised of City staff will evaluate proposer's qualifications and submittals. The City's final selection criteria for award of contract will include, but may not be limited to, the following:

1. **Quality & Completeness of Proposal**
  - Relevance & conciseness of proposal submitted
2. **Corporate Capability**
  - Qualifications and experience of staff
  - The ability of the firm to provide the proper insurance coverage
3. **Reference Evaluation**
  - Satisfactory and reliable performance history
  - Quality and impact of pyrotechnic effects, including length, pacing of the show and choreographed music of work previously performed
  - References

### **III. Required Qualifications**

Award will be made to the firm who best meets the City's requirements and who offers the most advantageous combination of low price and highest qualifications for the other criteria.

The firm shall have the ability to readily provide work crews on site during the term of the contract and shall be represented by a supervisor who is competent to receive and carry out instructions, which may be given by proper authorities. The firm shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict, with the contract, which may be delivered to said party or his representatives on the work.

### **IV. Submission Requirements**

Firms wishing to be considered for this project should submit the following, as a minimum:

1. A Statement of firm's qualifications applicable to this project, including the following:
  - a. Names, qualifications and proposed duties of staff to be assigned to this project.
  - b. List of staff qualifications
  - c. Technical ability and experience similar in scope to this project
  - d. Statement of past project disqualification(s) and litigation
2. A description of previous experience, including projects of similar nature.

### **V. RFP Questions**

Written questions, if any, regarding the RFP shall be emailed to the Deputy Director of Community Services at [jrosaler@danapoint.org](mailto:jrosaler@danapoint.org), so that they are received on or before February 5, 2024. Responses to all questions will be forwarded to all proposers by February 12, 2024.

All submissions must be delivered to the City of Dana Point Community Services Division, 34052 Del Obispo Road, Dana Point, CA 92629 no later than 5:00 p.m. on February 19, 2024. Submissions can also be emailed to the Deputy Director of Community Services at [jrosaler@danapoint.org](mailto:jrosaler@danapoint.org).

Any additional criteria found pertinent to this proposal will be an advantage and are highly recommended.

## **INSTRUCTIONS TO FIRMS FOR AERIAL FIREWORKS SHOW**

### **PROPOSAL FORMS**

Proposal shall be submitted, in writing, on the proposal forms provided by the City. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any proposal not meeting these requirements.

### **DELIVERY OF PROPOSAL**

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "SEALED PROPOSAL FOR AERIAL FIREWORKS SHOW- DO NOT OPEN WITH REGULAR MAIL." Proposals may be mailed or delivered by messenger. However, it is the proposer's responsibility alone to ensure delivery of the proposal to the hands of the City's designated official prior to the date and time noted herein.

### **AWARD OF CONTRACT**

The award of contract, if made, will be to the firm that can provide the City the best quality services at reasonable costs as per Bid Schedule A, as determined solely by the City. Additionally, the City reserves the right to reject any or all proposals, to waive any irregularity, and to take the Proposals under advisement for a period of 35 days, or as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the proposer to whom the award is contemplated.

## REFERENCES

The following are the names, addresses, and telephone numbers for three agencies for which PROPOSER has performed similar work within the past 3 years:

1. \_\_\_\_\_  
 Name and Address of Owner

\_\_\_\_\_

Name and telephone number of person familiar with project

\_\_\_\_\_

Contract amount	Type of work	Date completed
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2. \_\_\_\_\_  
 Name and Address of Owner

\_\_\_\_\_

Name and telephone number of person familiar with project

\_\_\_\_\_

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

3. \_\_\_\_\_  
 Name and Address of Owner

\_\_\_\_\_

Name and telephone number of person familiar with project

\_\_\_\_\_

Contract amount	Type of work	Date completed
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The following are the names, addresses, and telephone numbers of the company from whom PROPOSER intends to procure insurance:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROPOSER'S INFORMATION**

PROPOSER certifies that the following information is true and correct:

Proposer's Name \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

\_\_\_\_\_  
\_\_\_\_\_

All current and prior DBAs, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

\_\_\_\_\_  
\_\_\_\_\_

## GENERAL SPECIFICATIONS

### SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required to provide an aerial display with shell sizes per the bid schedule in accordance with regulations established by the Orange County Fire Authority. .

1. Provide licensed pyrotechnic operator and crew; transportation of crew, supplies and materials to and from the event.
2. Coordinate with the Orange County Fire Authority, U.S. Coast Guard, County of Orange Harbor Patrol, Dana Point Harbor Patrol and comply with all local and state regulations including Homeland Security and the San Diego Regional Water Quality Control Board Order R9-2022-002, NPDES NO. CAG999002 General National Pollutant Discharge Elimination System (NPDES) Permit for Residual Firework Pollutant Waste Discharges to Waters of the United States in the San Diego Region from the Public Display of Fireworks.
3. Insurance and Licenses: The Contractor shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the City, and (b) any required licenses.
  - a. General liability insurance. The contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
  - b. Workers' compensation insurance. The contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
  - c. Automobile liability insurance. The contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$5,000,000 combined single limit for each accident.
4. The Contractor's insurance shall be primary and non-contributory with the additional insured's own insurance.
5. Provide an insurance endorsement naming the City of Dana Point as additionally insured.
6. Provide a 30-day notice of cancellation.
7. Compliance With Law and Other Requirements: The contractor will comply with all governmental and third-party requirements and standards now in effect or

enacted during the term of the contract award and applicable to the Contractor, its employees, agents, and subcontractors, with respect to the Project, including the standards of the National Fire Protection Association (“NFPA”). The Contractor is assumed to be familiar with and shall comply with all applicable Federal, State, and local laws, including, without limitation, NFPA Code 1123 and the Building Code as adopted by the City, ordinances, rules, and regulations that may in any manner affect the Show.

8. Demonstrate a satisfactory and reliable performance history by providing references for all 4<sup>th</sup> of July displays conducted for the past three (3) years.
9. Provide telephone communication link with simulcast radio station to coordinate show.
10. Contractor will pay for any transportation costs associated with shuttling the fireworks crew to and from the barge in Dana Point Harbor.
11. Contractor will provide barge and tugboat needed to tow the barge to the location indicated by the City of Dana Point in time for the aerial display and then tow the barge back to its home port the following day.
12. Based on year’s past the barge will need to be about 150’ x 42’.
13. In the past the City of Dana Point contracted with:

Pacific Tugboat Service  
1512 West Pier C Street  
Long Beach, CA 90813  
(562) 590-8188  
[www.pacifictugboats.com](http://www.pacifictugboats.com)

You may use whatever company you prefer.

## GENERAL PROVISIONS

### LEGAL RESPONSIBILITIES OF THE CONTRACTOR

#### 1. WORKER’S COMPENSATION INSURANCE

Pursuant to the requirements of Section 1860 of the Labor Code (Chapter 1000, Statutes of 1965), Contractor shall take out and maintain, for the duration of this Contract, Worker’s Compensation Insurance for all his employees employed at the Location of Work. If any work is sublet, Contractor shall require the Subcontractor(s) similarly to provide Worker’s Compensation Insurance for all of the Subcontractor’s employees. Contractor indemnifies City for any damage resulting from failure or either Contractor or any Subcontractor to maintain such insurance.



2. PUBLIC LIABILITY AND PROPERTY DAMAGES

Contractor shall take out and maintain, for the duration of this Contract, Comprehensive Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance of the work under this Contract by Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (Occurrence Form No. CG 0001).
- b. Insurance Services Office Form No. CA 001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto).

Minimum Limits of Insurance. Limits shall be no less than:

- a. General Liability. Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability. Five Million Dollars (\$5,000,000) per accident for bodily injury and property damage.
- c. Employer's Liability. One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The City of Dana Point, as City, its elected Council, officers, contractors, agents and employees are named as additional insureds in the policy as to the work being performed under the Contract;
- b. The coverage is primary and no other insurance carried by City will be called upon to contribute to a loss under this coverage;

- c. The policy covers blanket contractual liability;
- d. The policy's Limits of Liability are provided on a per occurrence basis;
- e. The policy covers broad-form property damage liability;
- f. The policy covers personal injury liability as well as bodily injury liability;
- g. The policy covers explosion, collapse and underground hazard liability;
- h. The policy covers projects and completed operations;
- i. The policy covers use of non-owned automobiles; and
- j. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City, its officers, officials, employees, agents or volunteers.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A.

Verification of Coverage. Contractor shall provide City with a Certificate of Insurance which evidences the required insurance. This Certificate shall be submitted with the Proposal and Contract documents and approved by City before work commences.

Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### 3. LEGAL OBLIGATION

Contractor shall defend, at his own cost, expense and risk, any and all actions, suits or other legal proceedings which may be brought or instituted against City, the City of Dana Point, the City Council, its employees and consultants, on any such claim or demand arising out of Contractor's performance, or his Subcontractor's performance, under this Contract. Contractor shall pay or satisfy any judgment that may be rendered against the City or its principals in any such action, suit, or legal proceedings, or result thereof. Nothing herein contained shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payment of damages to persons or property resulting from these operations, or any operations of any Subcontractor under him.

4. ASSIGNMENT OF CONTRACT

Contractor shall under no circumstances assign this Contract to another party.

5. LABOR STRIKE

Contractor shall be responsible to provide continuous maintenance services, without any interruption, of all parks included in Bid Schedule A. In case of any labor strikes, Contractor shall provide other means, at his own cost and expense, to provide comparable continuous service as if no strike existed. Failing to do so will cause City to take whatever action is deemed necessary to provide such service; and the cost, therefore, will be borne by Contractor.

6. CHANGES TO CONTRACT

The City may, at any time and **by written order**, direct that changes or extras be made in the scope, specifications, or service schedule in relation to this Contract. If any such changes cause an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment shall be made in Contractor's compensation or service schedule, and this Contract shall be modified in writing accordingly and approved by the City. Any claim by Contractor for any adjustment, made under the provisions of this clause, must be asserted within thirty (30) days after the date of receipt by Contractor of the notification of such changes. However, nothing in this clause shall excuse Contractor from proceeding with the performance of its obligations hereunder as so changed.

7. LAWS TO BE OBSERVED

Contractor shall keep fully informed of all existing and future State and Federal Laws, and of all Municipal Ordinances and regulations of City which in any manner affect those engaged or employed in the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify City, the City Council, and all of its and their officers, agents, and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor or his employees. Should any discrepancy or inconsistency be discovered in the specifications, or in the Contract for the work, in relation to any such law, ordinance, regulation, order or decree, Contractor shall report **in writing without delay** such discrepancy or inconsistency to the Deputy Director of Community Services.

8. LABOR DISCRIMINATION

Attention is directed to the Labor Code which provides that no discrimination shall be made in the employment of persons upon public works because of the race, color, national origin, ancestry, sex, religion, or handicap of such persons and every contractor of public works violating this section is subject to all the penalties imposed for a violation of this chapter.

9. PERMITS AND LICENSES

Contractor shall procure all applicable permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the contract.

Note: The City will obtain coverage under the San Diego Regional Water Quality Control Board Order R9-2022-0002, NPDES NO. CAG999002 General National Pollutant Discharge Elimination System (NPDES) Permit for Residual Firework Pollutant Waste Discharges to Waters of the United States in the San Diego Region from the Public Display of Fireworks (General Order) and pay the application fee. Contractor shall comply with said General Order, including, but not limited to, the Best Management Practices described in section 5.2 of the General Order, available here:

[www.waterboards.ca.gov/sandiego/water\\_issues/programs/npdes/fireworks](http://www.waterboards.ca.gov/sandiego/water_issues/programs/npdes/fireworks)

Applicant shall complete and submit the completed Notice of Intent via email to [sandiego@waterboards.ca.gov](mailto:sandiego@waterboards.ca.gov) and copy [Brandon.Bushnell@waterboards.ca.gov](mailto:Brandon.Bushnell@waterboards.ca.gov) or [Mahsa.Izadmehr@waterboards.ca.gov](mailto:Mahsa.Izadmehr@waterboards.ca.gov) and in the subject line, please include: NOI Application, Waiver No. 10. For more information, please refer to: [https://www.waterboards.ca.gov/sandiego/water\\_issues/programs/waivers/](https://www.waterboards.ca.gov/sandiego/water_issues/programs/waivers/).

10. PATENTS

Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

11. PUBLIC CONVENIENCE AND SAFETY

Contractor shall so conduct his operation as to cause the least possible obstruction and inconvenience to the public.

12. RESPONSIBILITY FOR DAMAGE

The City of Dana Point, shall not be answerable or accountable, in any manner, for any loss or damage that may happen to the work or any part thereof; or for any

material or equipment used in performing the work; or for injury or damage to any person or persons, either workers or the public; for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance. If damage occurs to any City owned facility or property, repairs shall be made to the satisfaction of the City within 48 hours of the damage.

13. NO PERSONAL LIABILITY

Neither the City Council, nor any other officer or authorized assistant or agent, shall be personally responsible for any liability arising under this Contract.

17. EMERGENCY INFORMATION

Prior to beginning work, the names, addresses, and telephone numbers of the Contractor (or his/her designee) and Subcontractors (or their representatives) shall be filed in writing with the Deputy Director of Community Services.

**Jeff Rosaler**  
**Community Services**  
City of Dana Point  
34052 Del Obispo Road  
Dana Point, CA 92629  
(949) 248-3530 Phone

**BID SCHEDULE A**

<b>SIZE</b>	<b>QUANTITY</b>	<b>COST</b>
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**Opening and body to have 1500 shells with Finale having 1200.  
All costs to include musical selection of songs, pre-approved by the City,  
synchronized with the fireworks display.**

<b>8"</b>	<b>200</b>	_____
<b>6"</b>	<b>300</b>	_____
<b>5"</b>	<b>350</b>	_____
<b>4"</b>	<b>450</b>	_____
<b>3"</b>	<b>1400</b>	_____
	<b>SHELL COST</b>	_____
	<b>BARGE/TUGBOAT</b>	_____
	<b>TOTAL COST</b>	_____