



REQUEST FOR PROPOSAL

NAME OF COMPANY SUBMITTING PROPOSAL _____

SECTION I - GENERAL INFORMATION AND OFFER/ACCEPTANCE

The enclosed **REQUEST FOR PROPOSAL** (RFP) and accompanying specifications and proposal forms are for your convenience in proposing the enclosed referenced services. Proposers are cautioned that the Longview Purchasing Division *is the sole point of contact* for the City of Longview (the City) during this process. Any oral statement by any representative of the City, modifying or changing any conditions of this RFP, is an expression of opinion only and confers no right upon the proposer. If additional information is needed to interpret the specifications, **written** questions will be accepted by:

City of Longview - Purchasing Division
PO Box 1952 – 300 W. Cotton (zip 75601)
Longview, TX 75606

PHONE (903) 237-1324
FAX (903) 291-5323

jlatch@longviewtexas.gov or krodgers@longviewtexas.gov

**Sealed proposals will be received no later than:
Wednesday, October 28, 2015 @ 2:00 PM CST**

MARK ENVELOPE: RFP NO. 1516-01, JULY 4TH FIREWORKS DISPLAY
RETURN PROPOSAL TO: CITY OF LONGVIEW PURCHASING OFFICE
PO BOX 1952 – 300 W. COTTON (ZIP 75601)
LONGVIEW, TEXAS 75606

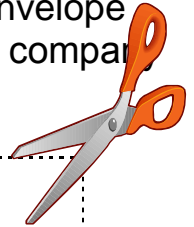
THE CITY OF LONGVIEW appreciates your time and effort in preparing a proposal. Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after the deadline will not be considered for award, and shall be considered void. Opening is scheduled in Purchasing Offices at 300 W. Cotton, Longview, Texas. You are invited to attend. Contents of the proposals will not be subject to public review. Only the names of offerors will be read aloud.

Offers must be valid for a minimum of one hundred twenty (120) days commencing on the day of the proposal opening.

Return all pages of your proposal. Proposers shall sign and date pages with signature lines. Incomplete proposals or proposals which are not signed and dated as stated may be rejected.

REQUEST FOR PROPOSAL

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal.



SEALED RFP ● DO NOT OPEN
JULY 4TH FIREWORKS DISPLAY
RFP No. 1516-01

RFP OPENING: Wednesday, October 28, 2015 @ 2:00 p.m. CST

For Information Contact:

Jaye Latch
(903) 237-1324
jlatch@longviewtexas.gov

Company Name: _____

Contact Name: _____

Telephone Number: _____

Proposals must be addressed to:

Jaye Latch
Purchasing Manager
PO Box 1952
Longview, TX 75606

or

Jaye Latch
Purchasing Manager
300 W Cotton St
Longview, TX 75601

SECTION II - INSTRUCTIONS AND GENERAL TERMS

By order of the City Manager of LONGVIEW, TEXAS, sealed proposals will be received for:

JULY 4TH FIREWORKS DISPLAY

2.00 00 THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE for a contract for the services specified. The term of this contract will be one (1) year or until satisfactory completion of all of the services specified. City of Longview reserves the right to extend this contract for four (4) additional one-year periods as it deems to be in the best interest of the City. City reserves the right to purchase additional units of the types of services specified, provided pricing, terms and conditions remain the same.

2.01 IT IS UNDERSTOOD that the City of Longview, Texas (City) reserves the right to reject any or all proposals for any or all services covered in this proposal request and to waive informalities or defects in proposals or to accept such proposals as it deems in the best interests of the City of Longview.

2.02 PROPOSALS MUST BE submitted on the pricing forms included for that purpose in this packet. Proposals shall be placed in a sealed envelope and appropriately signed by a person having the authority to bind the firm in a contract. The proposal number and title shall be marked clearly on the outside as shown below. Elaborate binding or binders are discouraged. ***FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.***

2.03 SUBMISSION OF PROPOSALS: The City of Longview requests one original and one copy of your proposal. Include all pages of this document in submitting your proposal. Sealed proposals shall be submitted to:

**CITY OF LONGVIEW PURCHASING OFFICE
PO BOX 1952 – 300 W. COTTON (ZIP 75601)
LONGVIEW, TX 75606**

2.04 LATE PROPOSALS: ALL PROPOSALS MUST BE RECEIVED IN THE CITY OF LONGVIEW PURCHASING OFFICES BEFORE PROPOSAL OPENING DATE AND TIME. Proposals received in the City Purchasing Office after the submission deadline will be considered void and unacceptable. The City of Longview is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office will be the official time of receipt.

2.05 FUNDING: Funds for payment have been provided through the City of Longview budget approved by the Longview City Council for this year only. Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any anticipated orders or other obligations that may arise past the end of the current City of Longview fiscal year will be subject to budget approval.

2.06 ALTERING PROPOSALS: Proposals cannot be altered or amended after the submission deadline. Any interlineation, alteration, or erasure made before opening must be initialed by the signer of the proposal.

2.07 WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the proposer without the permission of the city for a period of ninety (90) days following the date designated for the receipt of proposals, and proposer so agrees upon submittal of a proposal. For the purpose of proper proposal evaluation and approval, all prices, costs and conditions shall remain firm and valid for a one hundred twenty (120) day period, commencing on the day of the proposal opening. Upon award of contract all prices shall be firm and valid for the duration of the contract.

2.08 SALES TAX: The City of Longview is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Proposers shall be responsible to report and pay all applicable taxes, if any, promptly.

2.09 PROPOSAL AWARD: The City of Longview will review all proposals for responsiveness and compliance with these specifications. Proposals are awarded base on the published evaluation criteria. City of Longview may negotiate additional work as deemed appropriate and consistent with the intent and terms of the resulting contract.

2.10 CONTRACT: This proposal, when properly accepted the City of Longview, shall become a contract equally binding between the successful proposer and City of Longview.

2.11 CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Longview Purchasing Agent.

2.12 IF DURING THE life of the contract, the successful proposer's net prices to other customers for services provided hereunder are reduced below the contracted price, it is understood and agreed that the benefits of price reduction shall be extended to the City of Longview.

2.13 ADDENDA: Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Agent. Addenda can be found on the City of Longview website www.LongviewTexas.gov/Bids. Addenda can also be obtained by calling City of Longview Purchasing office at 903-237-1324. It is the responsibility of the proposer to obtain a copy of all addenda. Proposers shall acknowledge receipt of all addenda.

2.14 DELIVERY: All delivery and freight charges (FOB City of Longview) are to be included in the proposal price.

2.15 ETHICS: The proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Longview.

2.16 EXCEPTIONS/SUBSTITUTIONS: Proposers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the proposer has not taken exceptions and shall hold the proposer responsible to perform in strict accordance with the specifications of the invitation. The City of Longview reserves the right to accept any and all or none of the exception(s)/ substitution(s) deemed to be in the best interest of the city.

2.17 DESCRIPTIONS: Any reference to model and/or make/maker used in proposal specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Proposals on items of like quality will be considered.

2.18 PROPOSAL MUST COMPLY with all federal, state, city and local laws concerning types of products specified.

2.19 DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

2.20 MINIMUM STANDARDS FOR RESPONSIBLE PROPOSERS: A prospective proposer must affirmatively demonstrate responsibility and must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain resources required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

City of Longview may request clarification or other information sufficient to determine proposer's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

2.21 REFERENCES: The City of Longview requests proposers to supply a list of three (3) references where like services or products have been supplied by their firm. Include names of firms, addresses, telephone numbers and names.

2.22 PROPOSER SHALL PROVIDE with this proposal response, all documentation required by this RFP. Failure to provide information specifically requested may result in rejection of your proposal.

2.23 INDEMNIFICATION: The vendor agrees and shall indemnify and hold harmless City, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of vendor under this contract.

2.24 WAGES: Successful proposer shall pay or cause to be paid, without cost or expense to City of Longview, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits required by Federal and/or State Law.

2.25 TERMINATION FOR DEFAULT: The City of Longview reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Longview reserves the right to terminate the contract immediately in the event successful proposer fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the city to exercise any or all rights. The city of Longview may exercise any right or pursue any remedy available at law or in equity for breach of this contract. The exercise of any right or pursuit of any remedy by the City for breach of this contract shall not prevent the City from exercising any other right or pursuing any other remedy available under this contract, under law, or in equity.

In the event the successful proposer shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, City of Longview shall give the successful proposer written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful proposer, default will be declared and all the successful proposer's rights shall terminate. Proposer, in submitting this proposal, agrees that City of Longview shall not be liable to prosecution for damages in the event that the City of Longview declares the proposer in default.

2.26 NOTICE: Any notice provided by this proposal (or required by Law at the address so provided) to be given to the successful proposer by the City of Longview shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Longview, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful proposer at the address so provided; provided this, shall not prevent the giving of actual notice in any other manner.

2.27 CONTRACT ADMINISTRATOR: Under this contract, the City of Longview may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and service performance. The contract administrator will serve as liaison between the City of Longview Purchasing Department and the successful proposer.

2.28 PURCHASE ORDER: A purchase order(s) shall be generated by the City of Longview to the successful proposer. The purchase order number must appear on all itemized invoices. The City of Longview will not be held responsible for any orders placed/delivered without a valid

current purchase order number.

2.29 EACH INVOICE shall be number and show (1) name and address of the successful proposer, (2) name and address of receiving department and/or delivery location, (3) City of Longview Purchase Order number, and (4) descriptive information as to the services delivered.

2.30 PAYMENT will be made upon receipt and acceptance by the city of the item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Texas Government Code Chapter 2251. The City's standard payment terms are net 30, i.e. payment is due in 30 days.

2.31 ITEMS, if any, supplied under this contract shall be subject to the City of Longview's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful proposer at the next service date, at no expense to the city. If the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the owner's expense at the discretion of the City.

2.32 SERVICES: Supplied under this contract shall be subject to the City of Longview's approval. Services found defective or not meeting specifications shall be corrected at no expense to the City.

2.33 WARRANTY: The successful proposer shall warrant that all items/services shall conform to the proposed specifications.

2.34 REMEDIES: The successful proposer and the City of Longview agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

2.35 APPLICABLE LAW AND VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Longview, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Gregg, County, Texas.

2.36 EQUAL EMPLOYMENT OPPORTUNITY: The successful proposer shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Sub-title 15 of the code of Federal regulations) issued pursuant to the Civil Rights act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The proposer shall comply with all applicable Federal, State, and local laws, rules and regulations concerning equal employment opportunity.

2.37 ASSIGNMENT: The successful proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Longview.

2.38 SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this statement.

2.39 PROPRIETARY INFORMATION: The responders to any inquiry or proposal request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction.

2.40 FIREARMS PROHIBITED: Proposer acknowledges that Section 9 of City Ordinance No. 2421 prohibits proposers or officers, employees, agents, and representatives from carrying firearms, including concealed handguns, while in the performance of the contract resulting from this invitation and on premises (including City rights-of way and easements) or when meeting with officers or employees regarding this proposal invitation or contract negotiations. Proposer agrees that failure to comply with this requirement shall constitute a substantial breach of this contract, entitling owner to all remedies under the law or the resulting contract under breach, including City's right to terminate the contract for substantial nonperformance.

2.41 OZONE ACTION DAYS – The successful proposer shall observe and follow City Policy in regard to operating equipment and providing services on Ozone Action Days.

2.42 ANY QUESTIONS concerning the RFP shall be directed to the Purchasing Department in writing. The FAX number for written inquiry is 903 291-5323 or you may e-mail to jlatch@longviewtexas.gov. Reference the section and page in question.

2.43 Assignment of Contact: This contract may not be assigned in whole or part without the written consent of the City of Longview.

2.44 Emergency Telephone Numbers: The Vendor shall provide an emergency telephone number where he can be reached during normal operating hours and after normal operating hours.

2.45 Smoking: Smoking is NOT allowed in any City facility at any time.

2.46 SUBCONTRACTING: The awarded vendor shall not subcontract without the written approval of the City. It is expressly understood and shall be agreed by both the City and vendor that the City is contracting with the successful vendor as independent contractor. No part of this contract shall be subcontracted out, without proper notification AND written consent from the City of Longview.

2.47 Cost of Submission of Proposal: Offerors assume all cost associated with the submission of proposal including any potential cost for travel and time in negotiations or interviews.

SECTION III - SPECIAL PROVISIONS

3.00 SUPPORTING INFORMATION: When requested proposers are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these specifications. Failure to include supporting data specifically requested may be cause for rejection of your proposal.

- a) Warranty - Include warranty information with your proposal. Warranties may be a consideration of proposal award. Only standard pre-published warranties will be considered.
- b) Technical Literature - Include pre-published drawing, brochures, or engineering data sufficient to insure that your product meets or exceeds minimums specified.

3.01 INSURANCE: All proposers proposing to provide services to the City of Longview are required to have and maintain Workman's Compensation Insurance. The successful proposer shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, including without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees of the successful proposer providing services to the city for the duration of the contract. A certificate of coverage must be provided prior to the awarding of the contract. If the certificate of coverage expires during the contract duration, the successful proposer must file a new certificate of coverage with the City of Longview showing coverage has been extended. Subcontractors, if used, must also provide proof of coverage to the City of Longview listing all persons providing services under this contract. The successful proposer shall retain all required certificates of coverage for the duration of the contract and for one year thereafter. The successful proposer shall notify the city in writing within ten (10) days of any change that materially affects the provision of coverage of any person providing services under the contract and required to be covered. The successful proposer shall post on each site notice, in the text, form and manner prescribed by the Texas Workman's Compensation Commission. The successful proposer shall contractually require each person with whom it contracts to provide service under the contract to:

1. Provide coverage for the duration of the contract term, based on proper reporting of classification codes and payroll which meets the statutory requirement of the Texas Labor Code, including and without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees providing services under the contract.
2. Provide to the City of Longview prior to that person beginning work under the contract, a certificate of coverage showing that coverage is being provided for the duration of the contract for all employees of the person providing services under the contract.
3. Provide prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period ends during the duration of the contract.
4. Obtain from each other person with whom it contracts, certificate and extensions necessary to provide for coverage to all persons providing services under the contract.
5. Retain all certificates on file for the duration of the contract and for one year thereafter.
6. Notify the City in writing by certified mail of any changes affecting provisions for coverage of any person providing services under the contract.
7. Contractually require each person with whom it contracts to perform as required in subparagraphs 1 - 7, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract and providing a certificate of coverage, the successful proposer is representing to the City that all employees of the successful proposer who will provide services will be covered by workman's compensation for the duration of the contract. Failure to comply with any of these provisions is breach of contract by the successful proposer which entitles the governmental entity to declare the contract void if the successful proposer does not remedy breach within ten (10) days after receipt of notice of breach from the City.

Additional insurance is required. The successful proposer shall obtain and maintain for the full term of the contract the following insurance minimums written by a company licensed to conduct business in the state of Texas.

Employer's Liability - Bodily Injury by Accident - \$100,000 each accident
 Bodily Injury by Disease - \$500,000 policy limit
 Bodily Injury by Disease - \$100,000 each employee

Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Broad Form Property Damage, Contractual Liability and Personal Injury.)

\$500,000 each occurrence
\$1,000,000 annual aggregate

Products and Completed Operations

\$500,000 each occurrence
\$1,000,000 annual aggregate

Comprehensive Automobile Liability for owned, leased and hired vehicles:

Bodily Injury and Property Damage	\$500,000 "CSL" each occurrence
Combined Single Limit:	\$500,000 "CSL" each occurrence

If the project involves the construction of a building structure, the Contractor shall provide **Builder's Risk** insurance with all risk coverage in an amount equal to the full replacement value of the building in question. The contractor shall include the City of Longview and its officers, agents, employees and elected officials, as additional named insured on required comprehensive General Liability, comprehensive automobile Liability, and Builders Risk Insurance policies. Note: The State of Texas has a "Financial Responsibility Law". The Contractor shall be certain that coverage is provided which conforms to any specific stipulation in the law.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Longview by certified mail thirty (30) days prior to cancellation or upon any material change in coverage. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for the damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

EVIDENCE OF INSURANCE COVERAGE: Before commencement of any work, the contractor shall submit written evidence that he and all his subcontractors have obtained the insurance required by this contract. Such written evidence shall be in the form of a Certificate of Insurance executed by the contractor's insurance carrier showing such policies in force for the specified period or by furnishing copy of the actual policy or policies. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days notice in writing to be delivered by certified mail to the owner.

SECTION IV - PROPOSAL RESPONSE

July 4th Fireworks and Freedom Celebration	\$
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Submittals: The following items must be submitted with the proposal:

All pages of this Proposal Invitation including worksheets (Section 5.06). _____

Copy of current insurance Certificate _____

Attachment I: List of Equipment: _____

Attachment II: References: _____

Attachment III: Form A – Offer Statement and Business Information: _____

Attachment IV: Conflict of Interest Questionnaire: _____

I have read and agree to the terms and conditions of this proposal request.

NAME _____ TITLE _____

SIGNED _____

COMPANY _____

ADDRESS _____

PHONE _____ FAX _____

EMAIL ADDRESS _____

SECTION V - SCOPE OF WORK

5.00 GENERAL: The 2016 July 4th Fireworks and Freedom Celebration will be held on Monday, July 4, 2016 starting at 9:30 PM. The inclement weather date will be held on a date mutually agreed upon by both parties.

The 2016 July 4th Fireworks and Freedom Celebration will be held at the Maude Cobb Convention and Activity Complex. The show will tentatively be fired from the paved area inside the gated Longview Rodeo Arena. The location will be finalized by January 31, 2016. The City of Longview reserved the right to change the location.

In the event Gregg County (City of Longview) is under a burn ban at the scheduled time, the event will be rescheduled at another time that is convenient to both parties.

The City has budgeted to spend \$30,000.00 on the Fireworks display.

5.01 The City of Longview desires to enter into a contract with a single vendor to provide a turn-key annual fireworks display to include the following:

This proposal is for an approximately 28-30 minute in duration professional fireworks display that is choreographed to patriotic/country/pop music and performed by a fully licensed and insured company that is approved by the local fire authority having jurisdiction for that location. The company will fully abide by all laws according to NFPA 1123 standards and demonstrate to the local AHJ fire authority they have an impeccable safety record. The musically choreographed show will utilize shells (maximum 4") and a 250' wide low level front with a dynamic high energy finale. All details of the show will be provided "turn-key" such as insurance, permits, etc.

5.02 PROPOSAL EVALUATION FACTORS:

Emphasis	Factor
25%	Quality of show proposed including size, type and number of shells and variety of colors displayed and the extent to which the goods and services meet the City's needs.
25%	Vendor Experience with like events/ Vendor References including the proposers past relationship with the City of Longview and the reputation of the proposer and of the proposer's goods and services.
25%	Price
25%	Safety Record*

*Note: Safety record will be evaluated according to information obtained through the State Fire Marshal's Office and other applicable entities.

5.03 REQUIREMENTS:

- Provide Licensed Pyrotechnic Operator and any assistants for firing Electronic-powered display
- Contractor shall provide their own launch site security prior to and during event
- The display of fireworks shall comply with Section 3308 of the International Fire Code (IFC) and NFPA 1123 or NFPA 1126
- Prior to issuing permits for a fireworks display, plans for the display, inspections of the display site, and demonstrations of the display operations shall be approved. A plan establishing procedures to follow and actions to be taken in the event that a shell fails to ignite in, or discharge from, a mortar or fails to function over the fallout area or other malfunctions shall be provided to the fire code official.
- The storage of fireworks at the display site shall comply with the requirements of Section 3308 of the IFC and NFPA 1123 or NFPA 1126
- Beginning as soon as fireworks have been delivered to the display site, they shall not be left unattended.
- Shells shall be inspected by the operator or assistants after delivery to the display site. Shells having tears, leaks, broken fuses, or signs of having been wet shall be set aside and shall not be fired. Aerial shells shall be checked for proper fit in mortars prior to discharge. Aerial shells that do not fit properly shall not be fired. After the display, damaged, deteriorated or dud shells shall either be returned to the supplier or destroyed in accordance with the supplier's instructions and Section 3304.10 of the IFC
- The Longview Fire Marshal's office will be the point of contact for all compliance requirements. All local permits shall be obtained through their office. Any other permits required will be provided to the Longview Fire Marshal's office.
- Provide insurance certificates naming the City of Longview as co-insured for the event with coverage as indicated on page 6.

5.04 COMPLIANCE REQUIREMENTS: The successful vendor will be required to obtain and submit the following requirements to the City of Longview on an annual basis prior to commencement of the fireworks display:

1. Application for Class B Fireworks (Fireworks 1.3G)
2. Public Display Permit or License Site Inspection Certification
3. Obtain a permit from the Fire Marshal's Office. Provide applicable State documentation including a shot list of items
4. Provide a site plan indicating safety zones and safety perimeter distances
5. Provide the arrival time and location of fireworks build-up

5.05 EXPERIENCE: Preference will be given to vendors who have verifiable experience in providing same or similar scope of work and performance.

5.06 SUBMITTALS: In order for your proposal to be considered, the following information

should be submitted in the following order:

1. Name of Company
2. Brief Company History
3. Proposed Fireworks Display Package
4. Firing method
5. Size and type of each shell fired and quantity (shell size must not be greater than 4")

ATTACHMENT I
LIST OF EQUIPMENT

ATTACHMENT II

REFERENCES

Each proposer shall provide a minimum of three (3) verifiable references in which the proposer has sold and maintained this or a similar product.

Company Name _____

Address _____

Phone _____ Contact _____

Date of Service _____

Company Name _____

Address _____

Phone _____ Contact _____

Date of Service _____

Company Name _____

Address _____

Phone _____ Contact _____

Date of Service _____

ATTACHMENT III
FORM A
OFFER STATEMENT AND BUSINESS INFORMATION

This proposal is submitted in response to the Request for Proposal No. 1516-01 July 4th Fireworks Show and constitutes an offer by this offeror to enter into a contract as described herein. I hereby certify that the foregoing proposal has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the offeror is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services offered, or to influence any person or persons to offer or not to offer such services.

AUTHORIZED SIGNATURE	LEGAL NAME OF FIRM	
PRINTED NAME OF AUHTORIZED SIGNATURE	TODAY'S DATE	
TITLE	TELEPHONE NUMBER	FAX NUMBER
ADDRESS OF FIRM		
CITY	STATE	ZIP CODE

EMAIL ADDRESS _____

ADDENDA ACKNOWLEDGED

Addendum No. _____ Initial _____

Addendum No. _____ Initial _____

Addendum No. _____ Initial _____

STATE RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas.

YES _____ NO _____

LOCAL RESIDENT CERTIFICATION: We have an office located within the city limits of the City of Longview, Texas.

YES _____ NO _____

NON-RESIDENT CERTIFICATION: Our principal place of business is _____

ATTACHMENT IV

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Longview is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The City Longview of will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

<http://www.ethics.state.tx.us/> or at 1-512-463-5800.

Please remit the CIQ form with your proposal.

Thank you.

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law the questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code.

DATE RECEIVED

1. Name of person doing business with the local governmental entity.

2. _____ Check this blank if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated complete questionnaire with the filing authority no later than September 1 of the year for which any activity described in Section 176.006 (a), Local Government Code, is pending and not later than the 7th day after the originally filed questionnaire becomes incomplete or inaccurate)

3. Name each employee or vendor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money and describe the affiliation or business relationship.

4. Name each governmental officer who appoints or employs local governmental officers of the governmental entity for which this questionnaire is filed and describe the affiliation or business relationship.

5. Name the local governmental officer with whom filer has affiliation or business relationship (Complete this section only if the answer to A, B, or C is yes)

A. Is the local governmental officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?
yes_____ no_____

B. Is the filer of the questionnaire named receiving or likely to receive taxable income or at the direction of the local government officer named in the section AND the taxable income is not from the local governmental entity?
yes_____ no_____

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
yes_____ no_____

D. Describe each affiliation or business relationship.

6. _____ Date _____
Signature of person doing business with the governmental entity

Please type or print name _____