



CITY OF TORRINGTON

PURCHASING DEPARTMENT
140 Main Street, Room 206
Torrington, CT 06790

Pennie Zucco, Purchasing Agent
Phone: (860)-489-2225
Fax (860)-489-2547
Email: pennie_zucco@torringtonct.org

May 9, 2023

Mayor Elinor Carbone
Members of the City Council

Re: RFWD-038-050223 - 2023 FIREWORKS DISPLAY CITY OF TORRINGTON

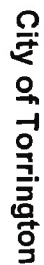
The City of Torrington invited Fireworks vendors to submit a proposal for the scheduled July 7, 2023 (rain date July 8, 2023) Fireworks Display for the City of Torrington. The City received one proposal.

It is the recommendation from Edward McCann, interim Director of Recreation and Purchasing Agent that City Council authorize the Mayor to award the 2023 Fireworks Display for the City of Torrington to Zambelli Fireworks Mfg. Co. from Warrendale, PA. The cost associated with this event is \$24,000.00.

Thank you for your consideration on this matter.


Pennie Zucco
Purchasing Agent

cc: E. McCann; R. Drew



Date of Opening May 2, 2023 at Forrington
Time of Opening 11:00 a.m.

Zambelli fireworks 120 Marshall Drive Warrendale, PA 15086	24,000
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24,000

✓
Mundale, PA 15086



CITY OF TORRINGTON
REQUEST FOR PROPOSAL

RFP #FWD-038-050223 – 2023 FIREWORKS DISPLAY CITY OF TORRINGTON

Bid opening: May 2, 2023 Time: 11:00 AM Location: City Hall, 140 Main St., Rm. 206, Torrington, CT

Bid Bond or Certified Check required with bid: N/A

Performance Bond required if awarded bid: 100%

MUST SUBMIT AN ORIGINAL AND 1 COPY

The City of Torrington reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Omit State and Federal Taxes.

All prices must be F.O.B.: Destination (Torrington) unless otherwise requested.

Dated in Torrington: **April 25, 2023**

Purchasing Agent _____

Pennie Zucco

Item
REQUEST FOR PROPOSAL FOR FIREWORKS DISPLAY FOR THE CITY OF TORRINGTON TO BE HELD ON FRIDAY, JULY 7, 2023 WITH A RAIN DATE OF SATURDAY, JULY 8, 2023

The Purchasing Agent is authorized to offer City based bidders that exceed the lowest bid by up to 6%, the opportunity to match the lowest bid. A City based bidder within the 6% differential who agrees to accept the amount of the lowest bid will be awarded the bid. When multiple City based bidders agree to accept the amount of the low bid then the City based bidders will be invited to submit a new bid, not to exceed the low bid. The bid will then be awarded to the lowest responsive, responsible bidder.

Bidder: Zambelli Fireworks

Address: 120 Marshall Dr Warrendale PA 15086

(Signed By) Brad Cetnarowski Title: Director of Northeast Sales

Name (please print) Brad Cetnarowski Date: 4/26/2023

Phone: 724-202-7034 Fax: _____ E-Mail: brad.cetnarowski@zambellifireworks.com

Federal Tax Identification Number: (FEIN) 25-1092931

Comments

SAMPLE FORM
Bid # FWD-038-050223

NON-COLLUSION AFFIDAVIT

STATE OF PA COUNTY OF _____

I, Brad Cetnarowski, being first duly sworn, deposes and says that:

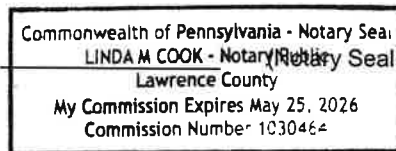
1. I am Northeast Sales Director for Zambelli Fireworks
of Zambelli Fireworks CO, the Bidder that has
submitted the attached Bid for "FWD-038-050223"
2. I am fully informed respecting the preparation and contents of the attached Bid and of all pertinent
circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or
parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or
indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such
Contract, for which the attached Bid has been submitted nor has it in any manner, directly or indirectly,
sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix
the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of
the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or
unlawful agreement any advantage against the City of Torrington or any person interested in the proposed
Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion,
conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives,
owners, employees, or parties in interest, including this affiant.

(Printed) Brad Cetnarowski
(Signed) [Signature]
(Title) Director of Northeast Sales

Subscribed and sworn to before this 26 day of April, 2023.

Linda M Cook
Notary Public Printed
[Signature]
Notary Public Signature

My Commission Expires _____



NOTE: Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

SPECIFICATIONS
2023 FIREWORKS DISPLAY FOR CITY OF TORRINGTON
RFP# FWD-038-050223

The City of Torrington is soliciting technical and cost proposals from qualified, licensed, and/or registered Contractors to conduct an all-aerial fireworks display for The City's Annual Fireworks Celebration on **Friday, July 7, 2023 with a rain date of Saturday, July 8, 2023**. The contractor's proposal shall be all inclusive, i.e., it shall provide for all necessary labor, transportation, storage, tools, materials, equipment, consumables, and permits to conduct the Fireworks Display as well as coordinate and cue display, fire display, clean-up, and dispose of waste. Proposals must remain in effect for a minimum of 90 days unless otherwise noted elsewhere in the RFP documents.

This RFP describes the required scope of services and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements may be cause for disqualification.

Proposers shall submit a technical proposal for this service. The City's contract amount for the 2022 Fireworks Display was \$16,500.00. The proposal shall detail the number, sizes, and heights of fireworks to be used in their display. **Contractor must supply the detail breakdown and cost of fireworks to be used in their display. The largest fireworks shall not exceed 8". No firework shall be less than three (3) inches. PLEASE NOTE: Option A to supply a display with 1,055 fireworks, largest not to exceed eight inches (8") and no fireworks shall be less than three inches (3").**

Locations: The City's Fire Marshal has approved the location for the July 2023 fireworks display. See attached display map of the Torrington Middle School Property, 200 Middle School Drive, Torrington, CT 06790.

The organizer shall take into account the summer bloom of trees so the show can be seen from various points in the City.

Proposals are due in the office of the Purchasing Agent, City Hall, 140 Main Street, Room 206, Torrington, CT 06790 no later than **11:00 AM, May 2, 2023**. One original and two (2) exact copies shall be placed in a sealed envelope and clearly marked "**RFP #FWD-038-050223, 2023 FIREWORKS DISPLAY FOR CITY OF TORRINGTON**". Proposals received after this date and time will not be considered and be returned unopened. In the event of the closure of City Hall, proposals shall be due the next day when City Hall reopens for business, no later than 11:00 AM on that day. All proposal submissions and materials become property of the City and will not be returned. **No fax or e-mail Bids will be accepted. NOTE: There will not be a public opening or reading of the proposals.**

The City will not be liable for any costs incurred in the preparation of the response for this Request for Proposal.

All bids must include the firm's name and be signed by a responsible officer or employee of the firm submitting the bid.

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid, and to award the contract, that in the city's judgement, will best serve the public interest.

Contractor shall add the City, its officers, employees and agents as "**an additional insured**" on any policy of insurance required under this agreement in the "Instructions to Proposers". The contractor shall indemnify the City against all costs for which the City may be found liable as a result of an act or omission of the contractor.

Contractor shall assume all responsibility for damages to property or injuries to persons, including

accidental death, which may be caused by the Contractors performance, whether such performance be by itself, its sub-consultant, or anyone directly or indirectly employed by it and whether such damage shall accrue or be discovered before or after termination of the contract. The City shall be provided a certificate or insurance verifying the Contractors liability insurance coverage.

The Contractor agrees to maintain at its expense, during the term of this Agreement, all necessary insurance for its employees engaged in the performance of this Agreement, including, but not limited to, workers' compensation insurance, and to provide the City with satisfactory evidence of such insurance coverage upon the City's request.

Negotiations:

1. The City of Torrington reserves the right to negotiate with one or more Proposers, or to reject any or all proposals as it may determine in its sole and absolute discretion.
2. The City reserves the right to request the submission of Best and Final Offers from those Proposers who, after the conclusion of such negotiations, are still under consideration for award.
3. The City reserves the right to award a contract based on initial proposals received, without negotiations.

A proposer must comply with all federal, state and local laws, rules and regulations, and executive orders applicable for the use of pyrotechnic devices and displays.

The 2023 Fireworks show shall begin at approximately 9:15 PM (in coordination with the Recreation Director, Public Works Director and/or Fire Marshal) on Friday, July 7, 2023 (rain date Saturday, July 8, 2023.)

Qualifications: The City of Torrington will only entertain proposals from Contractors that possess the following mandatory minimum qualifications:

1. The proposing firm shall have a current User of Fireworks Federal Explosives Permit Type 54 and shall have been regularly licensed and certified and engaged in the business of providing fireworks displays for a minimum of five (5) years.
2. The principal technicians assigned to Torrington shall each have a minimum of five (5) years certified experience in the handling, transportation and discharge of fireworks.
3. The principal technicians assigned to the Torrington display shall each have successfully fired a minimum of ten (10) shows of the size and type contemplated in these documents using an electronic firing system.

Proposals that do not meet the above eligibility requirements will not be evaluated.

Proposal Evaluation Criteria:

1. Proposals will be evaluated by representatives from various City departments.
2. The evaluation criteria that will be used to judge proposals are set forth below. **The criteria are of equal importance.**
 - A. **Cost** - cost adjustment for cancellation by City of Torrington for weather conditions, cost adjustment for Contractor caused delays (starting show more than 15 minutes or later than scheduled) and dead air (gaps of 5 seconds or more due to misfiring or damaged shells), cost adjustment if number of shells fired is less than that agreed upon at the time of award.
 - B. **Qualifications/Experience** – of firm and individuals assigned to the Torrington contract, specific to this type of show and budget.
 - C. **Artistic design/choreography** of display – taking into consideration shell size, variety of

shell effects and colors, etc.

- D. **Technical approach** to organizing, scheduling, and coordinating all required tasks and function for the display. i.e., how the proposer will accomplish each task list in the scope of services.
- E. **Oral Presentations** After receipt of proposals, proposers may be requested to make an oral presentation and answer questions regarding their proposals.

Technical Proposal Requirements

1. Shall include a section of introduction of the firm describing its origin, current ownership and management, and a summary of the firm's qualifications. It shall also include:
 - A. Legal organizational name & address of prime contractor
 - B. Legal organizational name & address of sub-contractor's, if any
 - C. Name, title, e-mail, telephone (land & cell) and fax number of the person authorized to commit the Proposer to the contract
 - D. Name, title, e-mail, telephone & fax numbers of the person(s) to be contacted regarding the content of the proposal if different from above.
2. Shall include a written description of the proposer's qualifications & experience including copies of all required licenses and certificates
3. Shall include contact names, title, address and phone numbers for at least three (3) references from the New England area, preferably from Connecticut.
4. Shall include a detailed description of the proposed display. For each sequence of the display; i.e., opening, middle and grand finale, list the quantity of shells, their diameter in inches, brief description of their effect (blue, white, shades of green, etc) and number of shells per minutes. Note special effects shells and their effects & colors. Proposers should endeavor to include any descriptive material such as photographs, audio/visual cassettes from similar shows that are representatives of the type of display they are proposing.
5. Costs – All inclusive, i.e., it shall provide for all necessary labor, transportation, storage, tools, materials, equipment, consumables, and permits to conduct the Fireworks Display, as well as coordinate and cue display, fire display, clean-up and dispose of waste.

SCOPE OF SERVICES

1. **SUMMARY** – The contractor shall shoot the fireworks display from the location shown on the attached maps.

2. PERFORMANCE STANDARDS

- B. The display shall be structured with a distinct opening, middle, and closing.

4. CONTRACTOR PROVIDED SERVICES

- A. Furnish, deliver, and secure fireworks to the designated point of fire.
- B. Provide sufficient number of experience technicians and support staff to set-up. Coordinate and cue display, fire display, clean-up, and dispose of waste the day of the event. Provide the firm's safety policy/plan.
- C. Provide to the City staff at least one week before the shoot a printed, detailed, itemized packing list of all shells by size and type to be used in the fireworks display. **Once the City has approved the program, the Contractor may not substitute shells without written prior approval of the City of Torrington.**
- D. Provide an on-site inventory check of shells with assigned City staff before the display. All fireworks packages shall be clearly labeled as to size, type, quantity, manufacturer, and country of origin.
- E. Provide to the Purchasing Agent at least four (4) weeks before the scheduled display, a copy of all applicable permits from the State of Connecticut, the City of Torrington and the FAA, if applicable.
- F. Provide to the Purchasing Agent at least four (4) weeks before the scheduled display, the names and job titles of all contractor and sub-contractor employees that will be working the Torrington display.
- G. Contractor shall allow the City's Recreation Director, Public Works Director, representative(s) of the Public Works Department designated by Director(s), and the Torrington Fire Marshal total access to contractor operations at all times on the day of the display.

5. CITY PROVIDED SERVICES

- A. City police, Parks & Recreation Department employees, and/or Public Works Department employees shall be available for patrolling the display area to maintain a safety zone.
- B. The City's Recreation Director & Public Works Director will coordinate with the Contractor and act as a liaison for the City on matters relating to the display and to the public.
- C. City representative(s) to approve the fireworks packing list; and count & inventory all shells. The representative(s) will verify the actual number of shells delivered vs. the proposed shell count submitted in this RFP.
- D. The City Fire Marshal may verify the shell count after the show, insuring that all shells were discharged during the show.
- E. City employees WILL NOT provide assistance to Contractor for delivery, storage, set-up, execution, and clean-up.
- F. City employees WILL NOT provide meals or beverages to Contractor employees.

6. INSURANCE AND BOND

Contractor shall carry the following minimum insurance coverage(s) and provide a Certificate of Insurance to the City of Torrington before any set up or operations can begin:

1. Commercial General Liability (Form 1988 ISO Occurrence Form or equivalent)

Limits: \$10,000,000 - Each Occurrence for Bodily Injury and Property Damage

\$10,000,000 - Personal Injury

\$10,000,000 - General Liability Aggregate Limit

\$10,000,000 - Products, Completed Operations Aggregate Limit

City of Torrington must be additional insured. Coverage is to be primary and non-contributory.

The insurer shall waive all rights of subrogation against the City of Torrington for claims arising from the occupancy and use of the premises.

The additional insured and waiver endorsement forms

must be attached to the certificate of insurance.

2. Automobile Liability covering all owned, non-owned and hired vehicles

Limit: \$10,000,000 - Combined Single Limit for Bodily Injury & Property Damage.

3. Statutory Workers Compensation and Employers Liability with limits of \$1,000,000 each Accident, \$1,000,000 Disease-each employee and \$1,000,000 Disease-policy limit

Any cancellation of coverage will require thirty (30) days notice to the City of Torrington, 140 Main Street, Torrington, CT 06790.

Insurance carriers providing the required insurance coverages must have an A.M. Best's financial rating of "A- VII" or better.

Any subcontractors working for you must also comply with these requirements and provide certificates of insurance to the City of Torrington.

The Contractor shall deliver one or more certificates of insurance evidencing coverage as described in this Section, including coverage required of any subcontractor, to the City upon execution of any Contract, prior to commencing any work. The Contractor shall also deliver new certificates of insurance each time the policy(s) is updated.

The City shall be named as an additional insured on the commercial general liability and business auto liability insurance policies required above, and an additional insured endorsement shall be included. As an additional insured, the City shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of the Contractor or any subcontractor.

The certificate(s) shall also stipulate that the insurance afforded the Contractor and any subcontractor shall be primary insurance and that any insurance carried by the City, its agents, officials or employees shall be excess and not contributory insurance to that provided by the Contractor or subcontractor. Coverage provided by the Contractor or subcontractor shall be primary insurance with respect to all other available sources.

The coverage requirements specified in this Section may not be changed or modified except by written agreement signed by all Parties.

All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy. Cancellation or reduction of any coverage required by this Section is grounds for termination of any Contract by the City.

**AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER
MBE'S WBE'S AND SBE'S ARE ENCOURAGED TO APPLY**

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.

BID SHEET
RFP #FWD-038-050223 - 2023 FIREWORKS DISPLAY CITY OF TORRINGTON

(This page must be completed and submitted as part of your proposal package)

Company Name: Zambelli Fireworks
 Primary Contact Name/Title: Brad Cetnarowski
 Company Address: 120 Marshall Dr Warrendale PA 15086
 Telephone #: 724-202-7034 Fax #
 E-mail address: brad.cetnarowski@zambellifireworks.com

The term of the agreement shall be from the contract award from the City of Torrington, and will continue until the agreed services have been completed unless sooner terminated pursuant to the terms of the agreement.

Total program price inclusive of insurance, operator and transportation, (i.e. labor, transportation storage, tools, materials, equipment, consumables, Permits, coordinate & cue display, fire display, clean-up and dispose of waste):

Total Amount Proposed: \$ 24,000

Required Deposit: \$ 50%

Option A: Cost for a 1,055 fireworks display \$

Required Deposit: \$

PLEASE NOTE: Contractor to supply with submitted proposal policy in force pertaining to the postponement/cancellation of fireworks display

Description	% of Fireworks Display Price	Additional Costs
If notified by 12:01 AM on _____	30%	
If notified after 12:01 AM on _____	50%	
Once Fireworks Techs Arrive on Site	15% if moved to rain date	50% CXL

PLEASE NOTE: Contractor's bid must include an itemized price list for all costs associated with the fireworks display.



**CITY OF TORRINGTON
FIRE WORKS DISPLAY
SITE PLAN**

Location: Torrington Middle School;
Middle School Drive, off of Torrington St, Route 183
Torrington, CT

Date of Photo: April 2006
Printed 4/30/06 by Torrington Engineering
O:\GIS_P\Projects\Parks_Recreation\Fire Works Display.MXD

0 250 500
Feet



OFFER AND ACCEPTANCE
RFP #FWD-038-050223 - 2023 FIREWORKS DISPLAY FOR
CITY OF TORRINGTON OFFER

TO THE CITY OF TORRINGTON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name: Zambelli Fireworks

Contact Person: Brad Cetnarowski

Address: 120 Marshall Dr

City/State/Zip: Warrendale, PA 15086

Telephone: 724-202-7034 Fax:

E-mail: brad.cetnarowski@zambellifireworks.com

Authorized Signature  Title: Director of Northeast Sales

Name Printed: Brad Cetnarowski Date: 4/26/2023

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to see the materials or services specified in the Contract. This Contract shall be referred to as Contract No. **FWD-038-050223, 2023 Fireworks Display.**

City of Torrington

Approved as to form this _____ day _____, 2023. Awarded this _____ day of _____, 2023.

As City Mayor and not personally

Exhibit A
FWD-038-050223
2023 Fireworks Display Agreement

This agreement, dated effective _____ is made and entered into by and between the City of Torrington ("Sponsor") and Zambelli Fireworks ("Contractor"):

CONTRACTOR'S NAME Zambelli Fireworks

ADDRESS 120 Marshall Drive Warrendale, PA 15086

CONTACT NAME & PHONE Brad Cetnarowski 724-202-7034

CONTACT NAME & PHONE _____

FAX NUMBER _____

EMAIL ADDRESS Brad.cetnarowski@zambellifireworks.com

Whereas, the purpose of this contract is to perform a fireworks display on-site at Torrington Middle School Property, 200 Middle School Drive, Torrington, CT 06790, for a public display on **July 7, 2023 (with rain date of July 8, 2023)**; and whereas, Contractor was selected due to a proven expertise and safety expertise, and past performance.

Therefore, in consideration of the terms and conditions contained herein and incorporated and made a part hereof, Sponsor and Contractor mutually agree to the following:

1. Scope of Work

Contractor shall conduct the following services for the Sponsor, and perform these services according to the specifications below. This body of services shall be referred to as "Display" herein and hereafter.

Contractor shall provide a complete fireworks Display, to be performed for the Sponsor on Friday, July 7, 2023 (with rain date of Saturday, July 8, 2023). Services provided by the Contractor shall be comprehensive for this purpose, and includes:

- Licensed pyrotechnic operator by the State to be in charge of the crew;
- Crew that is knowledgeable for the safe discharge of the Display;
- Design of a program with fireworks Transportation to the specified location;
- All equipment
- All pyrotechnic materials; and
- All coordination including obtaining necessary permits and licenses

- a) Contractor shall prepare Display to release at approximately 9:15 p.m. (in coordination with the Superintendent of Parks and Recreation and/or Fire Marshall.) Refer to the attached map for the location of the display.
- b) Contractor may begin setup on **July 7, 2023 (rain date July 8, 2023)**, as required by Contractor and agreed by both parties. If the Contractor would like to start setting up equipment onsite prior to July 7th, 2023, the Contractor must coordinate with the Recreation Director & Public Works Director. The Director(s) must pre-approve any

- arrangements for setting up early. No live fireworks will be on-site prior to this date.
- c) Display duration shall be approximately 20-25 minutes.
 - d) The quantity, size, and type of the shells, comets, mines, candles, and cakes shall be agreed upon between the two parties.
 - e) The music, choreography, and theme shall be designed by the Contractor, and shall coordinate with the selected fireworks for the display.
 - f) Contractor shall provide all equipment necessary to fire the Display, including but not limited to, electronics, racks, mortars, and sand.
 - g) Contractor shall possess a Connecticut State Display Operators License and ATF License.
 - h) Contractor shall be independently responsible for all necessary permits and
 - i) Contractor has responsibility to review the Display Site conditions in advance of the event and immediately notify the Sponsor of any area that causes concern, with sufficient advance notice so that the Sponsor may correct the deficiency.
 - j) Contractor shall have access to the Display Site at reasonable times before the Display in order to set up the Display. Contractor shall coordinate and schedule in advance with the Sponsor in order to obtain access to the Display Site.

2. Compensation

- a) **Total Compensation:** Total compensation shall be \$ 24,000 USD (tax exempt)
- b) Deposit due prior to the Display \$ 12,000. Deposit Due Date: Contract signing
- c) Contractor shall submit invoice to Sponsor prior to Display
- d) Cancellation Terms:

Description	% of Fireworks Display Price	Additional Costs
If notified by 12:01 AM on _____	30%	
If notified after 12:01 AM on _____	30%	
Once Fireworks Techs Arrive on Site _____	15%(Rain), 50% (if CXL)	

3. Term of Contract

- a) The term of this contract provides that the Display shall be on **Friday, July 7, 2023 (with a rain date of Saturday, July 8, 2023)**.

4. Performance of Work

- a) Contractor shall perform Display and accomplish such tasks as identified and designated as the responsibilities of Contractor throughout this Contract. Contractor reserves the right of ownership and trade names used in or a product of the pyrotechnic Display to be performed. Any reproduction by sound, video, or other duplication or recording process without the written permission of the Contractor is not allowed.

5. Responsibilities of Sponsor

Sponsor shall provide the following at the Sponsor's expense;

- a) A suitable site to stage the fireworks display at the identified location, including a

firing and fallout zone acceptable to the Contractor in which the fireworks and fireworks debris may be exhibited, rise, and fall safely. This site shall be referred to as "Display Site", herein and hereafter.

- b) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent access by the public not properly authorized by the Contractor to enter the Display Site.

6. Performance Standard

All duties by the Contractor or designees shall be performed in a manner consistent with accepted practices for other similar work.

7. Representations

Contractor represents and warrants that it has the requisite training, skill, and experience necessary to provide the Work and is appropriately accredited and licensed by all applicable agencies and government entities.

8. Independent Contractor

It is the intention and understanding of the parties that Contractor shall be an independent contractor and that Sponsor shall be neither liable for nor obligated to pay sick leave, vacation pay, or any other benefit employment, nor to pay any social security or other tax that may arise as an incident of employment. Contractor shall pay all income and other taxes as due. It is recognized that Contractor may/or will be performing professional services during the term for other parties and the Sponsor is not the exclusive user of Work that Contractor will provide.

9. Indemnification

Subject to limitations herein, Contractor releases and shall defend, indemnify, and hold harmless Sponsor from and against all claims, cost liabilities, damages and expenses, (including, but not limited to, reasonable attorney's fee) arising directly out of or in connection with:

- a) Any fault, negligence, strict liability or product liability of Contractor in connection with Work of this contract.
- b) Any lien asserted upon any property of Sponsor in connection with Work or this contract.
- c) Any failure of Contractor, or Work to comply with any applicable law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereafter in effect, or any government authority; or
- d) Any breach of or default under this Contract by Contractor.

As permitted by applicable law, this shall apply. However, this shall not require Contractor to indemnify Sponsor against any liability for damages arising out of bodily injury or property damages caused by or resulting from negligence of Sponsor.

10. Insurance and Bond

Contractor must provide insurance as follows:

Contractor shall carry the following minimum insurance coverage(s) and provide a Certificate of Insurance to the City of Torrington before any set up or operations can begin:

1. Commercial General Liability (Form 1988 ISO Occurrence Form or equivalent)

Limits: \$10,000,000 - Each Occurrence for Bodily Injury and Property Damage

\$10,000,000 - Personal Injury

\$10,000,000 - General Liability Aggregate Limit

\$10,000,000 - Products, Completed Operations Aggregate Limit

City of Torrington must be additional insured. Coverage is to be primary and non-contributory.

The insurer shall waive all rights of subrogation against the City of Torrington for claims arising from the occupancy and use of the premises.

The additional insured and waiver endorsement forms must be attached to the certificate of insurance.

2. Automobile Liability covering all owned, non-owned and hired vehicles

Limit: \$10,000,000 - Combined Single Limit for Bodily Injury & Property Damage.

3. Statutory Workers Compensation and Employers Liability with limits of \$1,000,000 each Accident, \$1,000,000 Disease-each employee and \$1,000,000 Disease-policy limit

Any cancellation of coverage will require thirty (30) days notice to the City of Torrington, 140 Main Street, Torrington, CT 06790.

Insurance carriers providing the required insurance coverages must have an A.M. Best's financial rating of "A- VII" or better.

Any subcontractors working for you must also comply with these requirements and provide certificates of insurance to the City of Torrington.

11. Guarantee

The Contractor hereby guarantees that all of the work, materials, and/or equipment furnished for this Contract will fully meet all requirements for quality and/or workmanship, materials, strength, and any and all other requirements of the specification.

IN WITNESS WHEREOF, The Sponsor accepts this agreement:

Sponsor: _____

Printed Name: _____

Date: _____

VENDOR NAME: Zambelli Fireworks CO

Printed Name: Brad Cetnarowski

Title: Director of Northeast Sales

Date: April 26, 2023

12. Incorporation of Other Documents

The Contractor understands that all the terms and conditions of the "RFP # FWD-038-050223 – 2023 FIREWORKS DISPLAY CITY OF TORRINGTON" attached hereto as Exhibit A is incorporated and made part of this contract except where superseded by this Contract.

ZAMBELLI FIREWORKS

ZAMBELLI FIREWORKS



FIREWORKS PROPOSAL FOR



BRAD CETNAROWSKI, BRAD.CETNAROWSKI@ZAMBELLIFIREWORKS.COM
724-202-7034(OFFICE), 412-290-1227 (CELL)1

Zambelli Fireworks Background and History

- Zambelli Fireworks Manufacturing Company has been incorporated for more than 50 years but originated with Italian immigrants who first arrived in Western Pennsylvania more than 100 years ago.
- Since our humble beginning, Zambelli has matured into one of the largest and most-respected fireworks companies in the United States, producing thousands of shows each year across 50 states and in several countries. We have 45 dedicated full-time employees but that number climbs into the thousands when we include our highly trained Pyrotechnician teams during our peak season.
- Our reputation and sophistication has earned us partnerships with some of the largest organizations in business, sports and event planning including Target Corporation, The Parade Company and The Pittsburgh Pirates to name just a few. We provide fireworks displays for celebrations year-round from private weddings and corporate events to Fourth of July and New Year extravaganzas. Each April, in association with the Kentucky Derby Festival, Zambelli produces the largest fireworks show in the United States – *Thunder Over Louisville*.
- Because safety has been paramount to our company, we qualify for and choose to maintain the highest level of insurance coverage in the industry. Our top priority is providing a safe, spectacular event for our clients and audiences.

Scope of Services

- Upon contract award we will meet all objectives of the contract. Zambelli has all required licenses and meets all necessary provision and guidelines of NFPA 1123 Code for fireworks. Zambelli will comply with all federal, state, county and local requirements for contracting and producing fireworks displays. Our skills, experience and reputation are second to none.
- We process all permits, staff overnight security when required, and coordinate seamlessly with all parties involved.
- We manage all production details in a safe and efficient manner.
- All transportation is provided by our DOT Approved Commercial Licensed Drivers and we incur all transportation and delivery costs associated with your presentation.
- We provide smooth, timely and exceptional customer service from start to finish. Your designated Project Manager will serve as point for all coordination.
- We provide required insurance to include \$10 million dollars general liability insurance, commercial transportation insurance and workers compensation insurance.
- We are the most recognized brand in the industry and our buying power assures that you will receive a dynamic assortment of the highest quality product within your budget.

Program Philosophy

Just as a movie has various segments that flow together, fireworks are a similar production that should never, *ever* leave the audience disappointed. Typically, there is an opening, main body and grand finale segment in a fireworks display.

Zambelli Fireworks adheres to fundamental principals in creating the finest displays in the industry:

- **No Dead Air:** Just like any production, dead air is simply not acceptable. At any given time, there will be multiple firings of effects into the night sky.
- **Production Combination:** One of the keys to designing a great show is to use a large variety of pyrotechnic devices. Using a wide array of effects is the only way to keep the audience entertained. Different sounds, colors, and effects will be chosen carefully to maximize intensity and fill the sky above.
- **Rhythm and Intensity:** Just as any fabulous show, fireworks have flow and intensity. A show too fast or too slow can get monotonous. Zambelli designs the shows leading with a barrage of colors and effects, followed by moments that are sophisticated and elegant.
- **Finales:** *This is truly an art!* It's not just about shooting a lot of shells. While true from a quantitative standpoint, a finale must make sense to entertain most effectively. Zambelli designs finales that start slow and build in intensity until the sky erupts into a symphony of color, effects and noise.

ZAMBELLI FIREWORKS

Photo Gallery



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SCHEDULE OF SERVICES

- ❖ **SHOW DATE:** July 7, 2023 (Rain Date: July 8, 2023)
- ❖ **PROGRAM BUDGET:** \$24,000
 - **Same product display as 2022.**
- ❖ **ZAMBELLI SPECIAL EFFECT SHELLS:** See attached listing.
- ❖ **REFERENCES:** See attached References.
- ❖ **PERSONNEL:** PA Licensed Pyrotechnicians and Registered Assistants as necessary.
- ❖ **TRANSPORTATION:** All products will be delivered by qualified drivers as required by US DOT.
- ❖ **PERMITS:** Zambelli Fireworks will obtain all necessary permits, licenses and approvals.
- ❖ **INSURANCE COVERAGES:** Listing City of Torrington as additional insured (or per requirements)
 - INSURANCE LIABILITY COVERAGE: \$10 million. See attached specimen.
 - AUTOMOBILE LIABILITY COVERAGE: As required by the US DOT.
 - WORKERS COMPENSATION: As required.

ZAMBELLI FIREWORKS

Show Date: July 7, 2023 (Rain Date July 8, 2023)

Budget: \$24,000

Same display as 2022

SHELL DESCRIPTION	Quantity	# of Shots
OPENING FINALE SHELLS		
3" Assorted Finale Shells with Rising Tails	60	60 Shots
4" Assorted Finale Shells with Rising Tails	6	6 Shots
5" Assorted Finale Shells with Rising Tails	5	5 Shots
BODY OF PROGRAM SHELLS		
4" Special Display Shells with Rising Tails	180	180 Shots
5" Special Display Shells with Rising Tails	100	100 Shots
6" Special Display Shells with Rising Tails	64	64 Shots
MID FINALE SHELLS		
3" Special Display Shells with Rising Tails	120	120 Shots
4" Special Display Shells with Rising Tails	18	18 Shots
6" Special Display Shells with Rising Tails	4	4 Shots
GRAND FINALE SHELLS		
3" Assorted Finale Shells with Rising Tails	400	400 Shots
4" Assorted Finale Shells with Rising Tails	48	48 Shots
5" Assorted Finale Shells with Rising Tails	30	30 Shots
6" Assorted Finale Shells with Rising Tails	20	20 Shots
Total Pyrotechnic Effects	1,055	1,055 Shots

Note: We reserve the right to make product substitutions equal to or greater in value to the original quoted product in the event inventory fluctuates between contract execution and show date.

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References

Thunder Over Louisville
Louisville, KY

The Parade Company
Detroit, MI

Pittsburgh Steelers
Pittsburgh, PA

Minneapolis Downtown Council
Minneapolis, MN

Chesapeake Jubilee
Chesapeake, VA

Pittsburgh Light Up Night
Pittsburgh, PA

City of Manassas
Manassas, VA

Pittsburgh Pirates
Pittsburgh, PA

Colorado Rockies
Denver, CO

City of Rehoboth Beach
Rehoboth Beach, DE

Additional references along with contact information provided upon request.