

**REQUEST FOR PROPOSAL
WATSONVILLE MUNIICAPL AIRPORT
ANNUAL OPEN HOUSE PYROTECHNIC DISPLAY
MARCH 3, 2025**



City of Watsonville, Watsonville Municipal Airport

Mail to Address:
Watsonville Municipal Airport
100 Aviation Way
Watsonville, CA. 95076
ATTN: Alexandra Aguado, Airport Administrative Analyst

**REQUEST FOR PROPOSAL
WATSONVILLE MUNIICAPL AIRPORT
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PURPOSE: Watsonville Municipal Airport is seeking a multi-year contract for a pyrotechnic display at its annual Airport Open House event held July 4th of 2025, 2026 and 2027 at Watsonville Municipal Airport, 100 Aviation Way, Watsonville California.

GENERAL INFORMATION: Watsonville is a city in Santa Cruz County, California, in the Monterey Bay Area of the Central Coast of California. The population was 52,590 as of the 2020 census. Watsonville Municipal Airport (KWVI) is owned and operated by the City of Watsonville. The airport encompasses 330 acres and is three miles northwest of the central district of Watsonville.

In addition to the pyrotechnic display, the Open House features, aircraft flyovers, static displays, food and beverages, Kidz Zone, and live entertainment. The pyrotechnics will be discharged west of the primary runway at dusk, and viewed by between five to seven thousand spectators both at the airport and in nearby neighborhoods.

INSTRUCTIONS: Submit proposals in a sealed envelope clearly marked “RFP WATSONVILLE MUNICIPAL AIRPORT ANNUAL OPEN HOUSE PYROTECHNIC DISPLAY” no later than 3:00 p.m. on April 4, 2025 at the Municipal Airport terminal offices, 100 Aviation Way, Watsonville, California, 95076.

SUBMISSION REQUIREMENTS: Bidders must meet the qualifications set forth in the referenced ordinance **Exhibit “A”, Dangerous Fireworks** within City limits. The following information shall be submitted as part of the proposal:

- A. Letter of introduction including a general overview of the bidding company; the bidder’s experience with similar events; and the names of the individuals who will be assigned to work the event and their area of responsibility.
- B. Current Bureau of Alcohol, Tobacco, Firearms and Explosives license for distribution of display pyrotechnics.
- C. Certificate of Insurance limits set forth in INSURANCE paragraph below.
- D. United States Department of Transportation identification number.
- E. Current USDOT Hazardous Materials Registration number.
- F. Copy of the Pyrotechnic Operator Licenses for personnel discharging pyrotechnics.
- G. References – the Bidder shall provide at least three (3) references with contact names, addresses, telephone numbers and email addresses.
- H. Description of show including duration and detailed list of Shell Count with a breakdown of number of shells of each size to be shot during the opening, main body and finale of the show.

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- I. Counts shall be itemized per **EXHIBIT "B" Shell Count** and include a list of size, number of shells origin, color, any visuals and explanation that assist in describing the show.

The City of Watsonville will not be responsible for expenses incurred in preparing and submitting the proposal and therefore should not be included in the proposal.

PAYMENT: Payment shall be made after services are rendered. The City has the right to perform an onsite inspection of the shells prior to the show. If any shortage is discovered during the inspection or if any fireworks are defective, deductions shall apply.

TERMS AND CONDITIONS:

- A. **Right to Reject Proposals:** The City reserves the right to reject any and all proposals and to waive minor irregularities in any proposal.
- B. **Clarification:** The City reserves the right to request clarification of information submitted and to request additional information from any proposer.
- C. **Right to Award to Contract to Next Most Qualified Contractor:** The City reserves the right to award any contract to the next most qualified contractor, if the selected contractor does not execute a contract within 10 days after the RFP award.
- D. **Contract Resulting:** The contract resulting from the acceptance of a proposal by the City shall be in the form supplied and approved by the City and shall incorporate the specifications in this RFP. **See Exhibit "C" Contract for Consultant Services.**
- E. **Amendments to Scope of Services:** The City may elect to amend the scope of services of the contract at any time. If any order causes an increase or decrease in the cost of or time required for the performance of any part of the work under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both and the contract shall be modified in writing accordingly. However, the successful bidder is not obligated to comply with any order unless and until the parties reach agreement as to an equitable adjustment, and same shall be reflected as an amendment to the contract.
- F. **Unforeseeable Circumstances:** In the event of any unforeseen circumstances, which significantly delay or cancel the display on the designated day, an alternative day shall be established at no additional cost if mutually agreed upon by the City and the contractor. If a mutually acceptable alternative date cannot be established no display will be held and both the City's and the contractor's obligations under the contract resulting from this bid document shall be null and void.
- G. **Technical Conditions:** The successful contract shall be required to follow the technical pyrotechnic display guidelines established by the City of Watsonville. The guidelines shall include but not be limited to the following:

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1. National Fire Protection Association Code (NFPA) 1123 compliance
2. The display must be electronically fired.
3. No subcontractors may be used to set up or fire the display
4. Watsonville Fire Department site survey in accordance with **Exhibit "A"**.

SCOPE OF SERVICES: The City anticipates that the successful contract shall include each of the following:

- A. The contractor shall be prepared to hold the display at dusk (approximately 8:30 p.m.) on July 4, 2025, July 4, 2026, and July 4, 2027, at Municipal Airport, 100 Aviation Way.
- B. Each display should be no less than 30 minutes.
- C. The contract shall provide all necessary cleanup of combustibile materials and/or shells before and following the displays.

INSURANCE: The successful contractor shall carry as a minimum for the event, the following insurance in such forms and with such carriers who have a rating, which is satisfactory to the City Proof of same shall be provided prior to signing of contract:

- A. Commercial general liability insurance of at least \$5,000,000, naming the City of Watsonville as an additional insured for all activities related to the fireworks display.
- B. Worker's Compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of California; with combined single limits of liability not less than \$3,000,000 for bodily injury, including personal injury or death, products liability and property damage.
- C. Automobile liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage.

CONTACT: Ms. Alexandra Aguado, Airport Administrative Analyst, is the point of contact for the Watsonville Municipal Airport. Ms. Aguado may be reached via email at alexandra.aguado@watsonville.gov or via phone at 831-768-3575

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EXHIBIT A: 4-3.3308 Dangerous fireworks

The undersigned, having full knowledge of the requirements of the Request for Proposal to conduct a pyrotechnic display at its annual Airport Open House event on July 4, 2025, and subsequent dates, agrees to comply with City of Watsonville Municipal Code section 4-3.3308 pertaining to dangerous fireworks as that term is defined in Section [12505](#) of the California Health and Safety Code for the performance in strict accordance with Contract.

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EXHIBIT B: Detailed Shell Count Sheet

The Request for Proposal submitter agrees to conduct a pyrotechnic display at the annual Airport Open House event on July 4, 2025, by supplying and discharging the below listed items for performance in strict accordance with executed contract. Detailed Shell Counts for 2026 will be negotiated by March 2, 2026. Detailed Shell Counts for 2027 will be negotiated by March 1, 2027.

PYROTECHNICS SHELL COUNT – JULY 4, 2025

ANNUAL AIRPORT OPEN HOUSE

OPENING:

Length in minutes: _____

Quantity/shell size	_____	x	_____	inch shells
	_____	x	_____	inch shells
	_____	x	_____	inch shells
	_____	x	_____	inch shells
	_____	x	_____	inch shells
Shell	_____	x	_____	inch shells
Subtotal:	_____			

MAIN PROGRAM:

Length in minutes: _____

Quantity/shell size	_____	x	_____	inch shells
	_____	x	_____	inch shells
	_____	x	_____	inch shells
	_____	x	_____	inch shells
	_____	x	_____	inch shells
Shell	_____	x	_____	inch shells
Subtotal:	_____			

FINALE:

Length in minutes: _____

Quantity/shell size	_____	x	_____	inch shells
	_____	x	_____	inch shells
	_____	x	_____	inch shells
	_____	x	_____	inch shells
	_____	x	_____	inch shells
Shell	_____	x	_____	inch shells
Subtotal:	_____			

Grand Total:

Shells: _____ **Length in minutes:** _____

Total Proposed Cost for Display: \$ _____

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EXHIBIT "C" Contract for Consultant Services.

CONTRACT FOR CONSULTANT SERVICES BETWEEN

THE CITY OF WATSONVILLE AND _____

THIS CONTRACT, is made and entered into this _____, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and _____, hereinafter called "Consultant."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

WHEREAS, Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Contract to City.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES. Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT. The term of this Contract shall be from _____, 20__ to _____, 20__, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE. The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION. The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT. Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT. It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

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SECTION 7. ASSIGNABILITY. Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

To the full extent permitted by law (subject to the limitations of Civil Code section 2782.8 for any "design professional services" performed under this Contract), Consultant will indemnify, hold harmless, release and defend the City (including its officers, elected or appointed officials, employees, volunteers or agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses or costs [including legal costs and attorney's fees])(collectively "Liability") of any nature, to the extent arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Contract. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Contract are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers compensation insurance.

SECTION 9. INSURANCE.

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amount of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

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C. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION. Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

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SECTION 13. GOVERNING LAW. City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS. All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES. The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER. Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

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SECTION 20. AUDIT BOOKS AND RECORDS. Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

CONSULTANT

City Clerk's Office
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

ADD INFORMATION

SECTION 22. EXHIBITS:

- Exhibit A: Scope of Services
- Exhibit B: Schedule of Performance
- Exhibit C: Compensation

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WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY

CONSULTANT

CITY OF WATSONVILLE

BY _____

Tamara Vides, City Manager

BY _____

[Name, Title]

ATTEST:

BY _____

Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

BY _____

Samantha W. Zutler, City Attorney

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EXHIBIT "A"

SCOPE OF SERVICES

The scope of services is as follows:

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EXHIBIT "B"

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

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EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed _____.

b. Basis for Payment. Payment(s) to Consultant for services performed under this Contract shall be made as follows and shall [not] include payment for reimbursable expenses:

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this Contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.