



City of Mobile
Request for Proposals
RFP Number: 5936

INDEPENDENCE DAY FIREWORKS DISPLAY

The City of Mobile ("City") is seeking written proposals from professional fireworks display firms for the provision of a fireworks display deployed from the Tensaw River near Mobile, Alabama, on July 4, 2025.

Proposals Due: 5:00 p.m., March 27, 2025.

Mailing address

City of Mobile
Procurement Department
PO Box 1827
Mobile, AL 36633

Phone (251)-208-7434

Delivery:

City of Mobile
Procurement Department
205 Government Street
4th Floor South Tower
Mobile, AL 36644

Questions must be sent in writing via electronic mail by 5:00 p.m. March 20, 2025, to:
Purchasing@CityofMobile.org

1.0 INTRODUCTION. The City of Mobile has annually hosted an evening fireworks display on July 4 and has found that launching from the Tensaw River adjacent to USS ALABAMA Battleship Memorial Park provides the best viewing and launch location. This annual event aims to celebrate Independence Day with a safe, entertaining, and visually stunning fireworks display for our community. The City desires to receive written proposals to provide the City the best show value for funds available not to exceed \$45,000.00.

2.0 SCOPE OF SERVICES. Contractor shall provide a commercial fireworks display to include show design, setup, supplies, show production, take down and removal.

2.1 Date and time of display: Friday, July 4, 2025, show from 9:00pm to approximately 9:20 pm.

2.2 Location: Launch site on Tensaw River adjacent to USS ALABAMA Battleship Memorial Park for primary viewing from the park and Mobile riverfront. See **Exhibit A** – red circle south of US 90/US 98. Note that ALDOT bridge construction project is just north of proposed launch location and may affect exact barge placement.

2.3 Design a creative fireworks show and provide advance briefing to the City on show details not later than June 1, 2025.



2.4 Display will be high energy, with visibility extending to Mobile River waterfront. Shell size not to exceed 5 inches due to fallout zone restrictions. High impact grand finale. Music choreography is not required.

2.5 Fireworks must be barge-launched. Contractor will be required to obtain, insure, load, position, control and operate, and remove launch barge.

2.6 Provide all necessary materials, equipment, and personnel to execute the display safely.

2.7 Secure all required permits and adhere to industry best practices, guidelines, and regulations. The City will obtain a Coast Guard Marine Event Permit.

2.8 Attend planning meetings with City representatives and with local authorities and emergency services to ensure public safety. City will work with the selected contractor to refine show plan to optimize show delivery and effect.

2.9 Ensure proper cleanup and disposal of all debris following the event.

3.0 **INVOICING AND PAYMENT.** City generally pays upon completion of services rendered, with the option to terminate the agreement or adjust show timing at its discretion. City will consider pre-payment, postponement, and cancellation payment options proposed by Contractor and agreed in advance by the City. Contractors are to include such proposed terms in their proposal for City consideration.

4.0 INDEMNIFICATION AND INSURANCE

4.1 Contractor shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by Contractor or the Contractor's agent, Contractor under contract, or other entity for which Contractor is legally liable. Contractor shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Contractor or its agents covered by Contractor's policy of professional liability insurance in accord with named minimum requirements. Contractor shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Contractor's liability, or in proportion to the extent Contractor participates in resolution of a claim also made against the City.



4.2 Standard of Performance: Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional

4.3 Insurance- Contractor shall maintain the following minimum insurance amounts. Contractor shall waive all subrogation rights against the City, and their respective employees, agents, and subcontractors for any claims arising out of the work performed at this project. Contract will include City of Mobile as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except Workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by the City. Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

4.3.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama. If there is an exposure of injury to Pyrotechnic Vendor under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims, bearing minimum limits of \$1,000,000.

4.3.2 Commercial General Liability Insurance with limits not less than \$1,000,000.00 per occurrence and \$2,000,000 general aggregate. Coverage is to include premises and operations, personal injury, and independent contractors.

4.3.3 Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4.3.4 Watercraft Liability with a limit of not less than \$1,000,000.

4.3.5 Excess/Umbrella Liability Insurance: Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5.0 OTHER REQUIREMENTS

5.1 Immigration. Contractor will agree to not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom.



5.2 Boycotts. Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

5.3 Civil Rights. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

5.4 Any agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

6.0 - MINIMUM QUALIFICATIONS

6.1 Contractor must have a minimum of five years of experience performing commercial fireworks displays. Contractor also must have demonstrated experience performing barge-launched displays.

6.2 Contractor must possess a current pyrotechnic display operator license valid for this location.

6.3 Contractor must have a current City of Mobile business license.

7.0 PROPOSAL REQUIREMENTS: Written proposals must be received by the City not later than 5:00 pm, March 27, 2025. Provide one paper and one digital (flash drive or CD) copy. All material submitted in response to this RFP, except for proprietary material identified as such, shall become the property of the City upon delivery. Proposals must include the following information, broken down in order:

7.1 Company profile, including experience in conducting large-scale and waterborne fireworks displays, list of key personnel, and qualifications.

7.2 List of references from previous clients with similar projects.

7.3 Description of the proposed fireworks show for this event, including, types of fireworks, choreography, and any special effects. Sample video may be included with digital proposal.



7.4 Proposed timeline for preparation, mobilization, setup, launch, cleanup, and demobilization. Include any proposed subcontractors, and specifically address how barge service will be provided, and loading and offloading plans. Include proposed safety plan, including measures to protect the public, property, and environment.

7.5 Budget breakdown, including all costs associated with the project, and any prepayment, postponement, or cancellation terms.

8.0 EVALUATION AND SCORING: The City will evaluate proposals in five areas, weighted as indicated below. The City has the option to interview some, all, or no candidates, conduct additional inquiries, request modifications to proposals, and reject any proposal.

8.1 **15 points:** Experience and Qualifications: Review of resumes and qualifications of the company and personnel assigned to this show

8.2 **25 points:** References. Review of previous shows conducted for other customers and the City.

8.3 **30 points:** Proposed show and features.

8.4 **15 points:** Execution plan and timeline.

8.5 **15 points:** Total Project Cost: Value for the City's budget. Compliance with budget limits. Proposed payment terms.

9.0 COMMUNICATION WITH THE CITY

9.1 All Proposer communications (questions, requests for clarification or extension of time) concerning this RFP should be directed in writing via email to Purchasing@CityofMobile.org. Written questions ensure that all questions and replies are documented, and all potential proposers have the same information on which to rely in preparing a proposal. The City will reply to questions received not later than 7-days before the submission due date and time.

9.2 From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication may result in a disqualification of a submission.



City of Mobile RFP 5936
Independence Day Fireworks

Exhibit A: Launch Location Map

EXHIBIT A Launch Location Map



RED CIRCLE indicates approximate launch location