

# PYRO SPECTACULARS

*by Souza®*

2019 Pyrotechnic Proposal



*City of Rialto*

July 4, 2019

March 11, 2019

**PYRO**  
**SPECTACULARS**  
*by Souza*

City of Rialto  
Perry Brents  
214 N. Palm Suite 204  
Rialto, CA 92376

Dear Mr. Brents,

Pyro Spectaculars, Inc. is happy to respond to the City of Rialto RFP BID #19-093 for your July 4, 2019 event. The following proposal outlines your custom designed **Sky Concert™** Program "A" for the amount of \$25,750.00. The various fireworks elements provided are prepared to shoot from Rialto Fire Department for approximately 20 minutes.

Our full service program includes music production and choreography, the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and safety equipment used for support and protection. The price also includes insurance coverage, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for all the necessary fire department and other fireworks related permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

Your organization will be responsible for payment of all Fire Department permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, Production Agreement for signature and Scope of Work. Please have one copy of this fully executed agreement returned to our office by April 2, 2019 along with your deposit and applicable fire department fees.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call either myself or your Customer Service Representative Maria Barajas at (909) 355-8120 ext. 231.

Sincerely,

**PYRO SPECTACULARS, INC.**

*Christopher Souza*

Christopher Souza

PYRO Show Producer

CS/mb

Enclosures

**Pyro Spectaculars, Inc.**

P.O. Box 2329 • Rialto, CA 92377 • Phone: (909) 355-8120 or (888) 477-PYRO • Fax: (909) 355-9813

[www.pyrospec.com](http://www.pyrospec.com)





# Proposal Outline for **City of Rialto**

Product Synopsis

References

Addendum One

Various RFP Forms

Production Agreement and Scope of Work



**RFP # 19-093**  
**Product Synopsis • Pyrotechnic Proposal**  
**City of Rialto**  
**PROGRAM A –July 4, 2019**  
**\$25,750.00**

**Opening**

<u>Description</u>	<u>Quantity</u>
◆ 3" Sky Concert Opening Salutes	10
<b>Total of Opening</b>	<b>10</b>

**Main Body - Aerial Shells**

<u>Description</u>	<u>Quantity</u>
◆ 3" Sky Concert Selections	130
◆ 4" Sky Concert Selections	120
◆ 5" Sky Concert Selections	96
<b>Total of Main Body - Aerial Shells</b>	<b>346</b>

**Grand Finale**

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Sky Concert Bombardment Shells	90
◆ 3" Sky Concert Bombardment Shells	60
◆ 4" Sky Concert Bombardment Shells	60
<b>Total of Grand Finale</b>	<b>210</b>
<b>Grand Total</b>	<b>566</b>



## PRODUCTION AGREEMENT

This agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and **City of Rialto**, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on July 4, 2019, at approximately 9:00 p.m., at Rialto Fire Department Station 203, 1550 N. Ayala Dr., Rialto, CA, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of \$25,750.00 USD (TWENTY FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO \$12,875.00 USD (TWELVE THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$199.50 OR an amount to be determined, for a total of \$13,074.50, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than April 2, 2019. The balance of the Fee shall be paid no later than July 5, 2019. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the **Rialto Fire Department**, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Rialto, 214 N. Palm Suite 204, Rialto, CA 92376.

Pyro Spectaculars, Inc.  
P.O. Box 2329  
Rialto, CA 92377  
Tel: 909-355-8120 :: Fax: 909-355-9813

RFP # 19-093

City of Rialto  
Program A  
July 4, 2019  
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

**PRICE FIRM through April 2, 2019**  
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.  
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

City of Rialto

By: 

By: \_\_\_\_\_

Its: President

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name

SHOW PRODUCER: Christopher Souza

**SCOPE OF WORK**  
**PYRO SPECTACULARS, INC. ("PYRO")**  
**and**  
**City of Rialto ("CLIENT")**

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on July 4, 2019, at approximately 9:00 p.m., at Rialto Fire Station 203, 1550 N Avala Dr., Rialto, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- A professional grade Audio System including all necessary equipment, installation of such equipment and trained audio engineers for operation based on audio and communications requirements provided by PYRO.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.



CITY OF RIALTO  
REQUEST FOR PROPOSAL #19-093  
**SCHEDULE OF COSTS**

---

Total Base Proposal (written in figures)	\$ 25,750.00
Total Base Proposal (written in words)	Twenty-Five Thousand Seven Hundred Fifty Dollars

---

**Amount Written in Words**

Where there is a discrepancy between words and figures WORDS WILL GOVERN. Where there is a discrepancy between unit price and extended total, UNIT PRICE WILL GOVERN.

Please check your calculations before submitting your proposal; the City will not be responsible for Proposer's miscalculations.

**Subconsultant Information**

Does this proposal include the use of subconsultants? ☒ Yes ☐ No Initials JS

Exceptions or Clarifications: A list of Exceptions is attached as Addendum One

---

---

Proposer:	<u>Pyro Spectaculars, Inc.</u>
Contact:	<u>Christopher Souza</u>
Address:	<u>3196 N. Locust Avenue, Rialto, CA 92377</u>
Telephone:	<u>(909) 355-8120</u>
Fax:	<u>(909) 355-9813</u>
Email:	<u>csouza@pyrospec.com</u>

## **Addendum One**

**Request for Proposals  
For Pyrotechnics Display Services  
In Rialto, California  
July 4, 2019**

**City of Rialto  
Purchasing Division  
1249 S. Willow Avenue  
Rialto, CA 92376  
Attn: William Jernigan, CMP, CPPO**

**Pyro Spectaculars, Inc.  
List of Exceptions to RFP # 19-093**

The proposal submitted by Pyro Spectaculars, Inc. (PSI) deviates from the City's Request for Proposal ("RFP") in the following particulars:

1. PSI submits this response to the City of Rialto's RFP # 19-093 with the understanding that PSI is a Fireworks Public Display Contractor and not a building contractor and that there are components of the City's RFP directed to building contractors that do not apply to a Fireworks Public Display Contractor, which PSI will not provide, including but not limited to a Performance Bond, Certification and Declarations.
2. PSI proposes to use the PSI's **Production Agreement, including the Scope of Work and Program A**, attached thereto and enclosed with this proposal, including all terms and conditions contained therein.
3. Insurance Requirements: PSI's insurance policy is not endorsed to provide 30-day notice of cancellation to its customers, however, PSNI proposes to provide such notice to City, as detailed in paragraph 9 of the Production Agreement for the display. Paragraph 9 shall now include this statement:

**"Pyro shall give written notice to CLIENT within five (5) business days of giving or receiving notice of material alteration, cancellation, non renewal, or expiration of coverage from carrier."**

It is also understood that PSI's insurance carrier is "authorized" to do business in the State of California and not "admitted".

4. Regarding Schedule of Costs, Compensation to PSI shall be made in accordance to paragraph 3.1 of the Production Agreement, which states, "CLIENT agrees to pay PYRO a fee of \$25,750.00 USD (**TWENTY-FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS**) ("Fee") for the Production. CLIENT shall pay to PYRO \$12,875.00 USD (**TWELVE THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS**) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$199.50 OR **an amount to be determined**, for a total of \$13,074.50, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than **April 2, 2019**. The balance of the Fee shall be paid no later than **July 5, 2019**."

\*\*\*\*\*END\*\*\*\*\*

### Small Business Concerns Information

The Proposer shall furnish the following information. Additional sheets may be attached, if necessary.

- (1) Name: Pyro Spectaculars, Inc.
- (2) Address: 3196 N. Locust Avnue, Rialto, CA 92377
- (3) Phone No.: (909) 355-8120 Fax No.: (909) 355-9813
- (4) E-Mail: csouza@pyrospec.com
- (5) Type of Firm: (Check all that apply)
- ☐ Individual ☐ Partnership ☒ Corporation
- ☐ Minority Business Enterprise (MBE) ☐ Women Business Enterprise (WBE)
- ☐ Small Disadvantaged Business (SDB) ☐ Veteran Owned Business
- ☐ Disabled Veteran Owned Business ☐ Other
- (6) Business License: ☒ Yes ☐ No License Number: 105108
- (7) Tax Identification Number: 95-3411234
- (8) Contractors License: State: License No. : GPD - 0672, I/E-0153 Classification(s) W-0144
- (9) Names and Titles of all members of the firm:
- |                                      |  |
|--------------------------------------|--|
| <u>James R. Souza, President</u>     | <u>Cheryl A. Samperio, Corporate Secretary</u> |
| <u>Ian Gilfillan, Vice President</u> | <u></u>  |
| <u>Gary Souza, Vice President</u>    | <u></u>  |
- (10) Number of years as a contractor in construction work of the type: 40 year as public display contractor
- (11) Three (3) projects of this type recently completed:
- Type of project: Fireworks Display
- Contract Amount: \$20,000.00 Date Completed: July 4, 2018
- Owner: City of Monrovia Phone: (626) 256-8230
- Type of project: Fireworks Display
- Contract Amount: \$26,000.00 Date Completed: July 4, 2018
- Owner: City of San Marino Phone: (626) 403-2203
- Type of project: Fireworks Display
- Contract Amount: \$33,000.00 Date Completed: July 4, 2018
- Owner: City of Walnut Phone: (626) 598-5605
- (12) Person who inspected the site of the proposed work for your firm:
- Name: Christopher Souza Date of Inspection: 2018



# Certification Statement Local Vendor Preference

RFP

*Notarization Required*

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- (1). That *my company* maintains an office within the legally defined boundaries of the City of Rialto and have a majority of full time employees, chief officers, and managers regularly conducting work and business from these offices.
- (2). That *my company* has held a valid City of Rialto Business License for a consecutive period of at least two (2) years prior to the date for application for certification.

I make this certification with the full knowledge that should any information provided prove to be false, that *my company* could be excluded from bidding on City of Rialto requirements for a period of two (2) years.

Company Name: Pyro Spectaculars, Inc.

Address: 3196 N. Locust Avenue, Rialto, CA 92377

Type of Products or Services: Public Display Fireworks

Business License Number: 105108

Phone Number: (909) 355-8120

Owner's Name: James R. Souza

Total number of employees 31 Total number of employee that reside in the City 3

Pursuant to Chapter 2.47 of the Rialto, California Municipal Code I consent to permit the City to reduce my original proposal amount, not to exceed five percent of the original proposal

#19-093 Pyrotechnics Display: Yes \_\_\_\_\_ No X

  
Owner's Signature

James R. Souza, President  
Printed Name



To be completed by Authorized City of Rialto Representative:

Vendor Certified: \_\_\_\_\_ Date: \_\_\_\_\_



**CITY OF RIALTO  
REQUEST FOR PROPOSAL #19-093  
DISCLOSURES REQUIRED BY PERSONS OR ENTITIES  
CONTRACTING WITH THE CITY OF RIALTO**

---

Pursuant to Rialto Municipal Code section 2.48.145, all persons or business entities supplying any goods or services to the City of Rialto shall disclose whether such person or entity is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090.

By submitting this proposal, or supplying any goods or services to the City, the undersigned hereby attests under penalty of perjury, personally or on behalf of the entity submitting this proposal or supplying any goods or services to the City, as well the entity's officers, representatives and the undersigned, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed immediately below:

**Vendor/Contractor/Consultant:** Pyro Spectaculars, Inc.

**City of Rialto Official/  
Employee Name(s)**

**The nature of the relationship with  
the person listed is**

N/A

N/A

**By:**

Cheryl A. Samperio

**Name:**

Cheryl A. Samperio

**Title:**

Corporate Secretary


CITY OF RIALTO  
REQUEST FOR PROPOSAL #19-093  
PROPOSER SIGNATURE DECLARATION

The undersigned hereby offers and agrees to furnish the goods and services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFP document and any written exceptions in the offer accepted by the City.

This proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; and the Proposer has not in any manner sought by collusion to secure for themselves an advantage over any other Proposer.

Each proposal must be signed on behalf of the Proposer by an officer authorized to bind the Proposer to the proposal. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and I agree to the terms and conditions in this proposal.

Pyro Spectaculars, Inc.  
\_\_\_\_\_  
Company Name  
  
3196 N. Locust Avenue  
\_\_\_\_\_  
Address  
  
Rialto, CA 92377  
\_\_\_\_\_  
City State Zip Code  
  
105108  
\_\_\_\_\_  
City of Rialto License Number

  
\_\_\_\_\_  
Signature of Authorized Person  
  
Cheryl A. Samperio  
\_\_\_\_\_  
Printed Name  
  
Corporate Secretary  
\_\_\_\_\_  
Title



\_\_\_\_\_  
Date

The Proposer hereby acknowledges receipt of and agrees this submittal is based on the RFP and the following addenda. Failure to indicate receipt of addenda may result in the Proposer being rejected as non-responsive.

List of Exceptions  
ADDENDUM # # 1 DATED \_\_\_\_\_ ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_  
(If additional addenda are issued, attach a complete listing of these addenda when submitting this PROPOSAL.)

No PROPOSAL

In order to help us improve our internal processes and become a better customer, if you are not submitting a PROPOSAL, please state the reason(s) why and return this page to the Purchasing Manager.

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

**CITY OF RIALTO  
REQUEST FOR PROPOSAL #19-093  
STATEMENT OF REFERENCES**

---

List and describe fully the last four contracts performed by your firm which demonstrate your ability to complete the work included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

**Reference No. 1**

Customer Name: City of Monrovia  
 Contact Individual: Kati Distelrath Phone No: (626) 256-8230  
 Address: 119 W. Palm Avenue, Monrovia, CA 91016  
 Contract Amount: \$22,500.00 Year: 2018  
 Description of work done: Fireworks Display

**Reference No. 2**

Customer Name: City of Rosemead  
 Contact Individual: Tam Chu Phone No: (626) 288-6671  
 Address: 8838 East Valley, Rosemead, CA 91770  
 Contract Amount: \$25,000.00 Year: 2018  
 Description of work done: Fireworks Display

**Reference No. 3**

Customer Name: Town of Mammoth Lakes  
 Contact Individual: Stuart Brown Phone No: (760) 934-8989  
 Address: P.O. Box 1609 Mammoth Lakes, CA 93546  
 Contract Amount: \$28,800.00 Year: 2018  
 Description of work done: Fireworks Display

**Reference No. 4**

Customer Name: City of Walnut  
 Contact Individual: Alicia Jensen Phone No: (626) 598-5605  
 Address: 21201 La Puente Road, Walnut, CA 91789  
 Contract Amount: \$33,000.00 Year: 2018  
 Description of work done: Fireworks Display

**Please list all City of Rialto projects completed with in the last five (5) years.**

Project Name: RFP # 17-073 - July 4th Fireworks  
 Contact Individual: Tori Jung Phone No: (626) 224-5414  
 Project Location: Rialto FD Station Open Lot  
 Contract Amount: \$25,000.00 Year: 2017  
 Description of work done: Fireworks Display

CITY OF RIALTO  
REQUEST FOR PROPOSAL #19-093  
PROPOSERS BACKGROUND INFORMATION

---

Proposers Information

Proposer's Contact Name:	<u>Christopher Souza</u>
	<u></u>
Contact Title:	<u>Show Producer</u>
	<u></u>
Mailing Address:	<u>P.O. Box 2329, Rialto, CA 92377</u>
	<u>3196 N. Locust Avenue</u>
Location of Business (if different from mailing address):	<u>Rialto, Ca 92377</u>
	<u></u>
	<u></u>
Telephone Number:	<u>(909) 355-8120</u>
Pager Number:	<u></u>
24 Hour Tel. Number:	<u></u>
Fax Number:	<u>(909) 355-9813</u>
E-Mail Address:	<u>csouza@pyrospec.com</u>
Remittance Address: (if different from mailing address):	<u></u>
	<u></u>
Number of Years in Business:	<u>40</u>
Applicable State of California License #(s):	<u>GPD - 0672, I/E-0153, W-0144</u>
Expiration Date(s):	<u>June 30, 2019</u>
Proposer's Dunn and Bradstreet 'DUNNS' NUMBER:	<u>03-805-9267</u>

CITY OF RIALTO  
REQUEST FOR PROPOSAL #19-093  
STATEMENT OF PROPOSER'S QUALIFICATIONS

---

STATE OF CALIFORNIA,

COUNTY OF San Bernardino

I am the Corporate Secretary of Pyro Spectaculars, Inc., the Proposer herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

Executed on 3/11/2019 at Rialto, California  
(date) (place)

I declare, under penalty of perjury, that the foregoing is true and correct.

  
Signature of Authorized Representative

Cheryl A. Samperio, Corporate Secretary  
Printed Name/Title

Pyro Spectaculars, Inc.  
Company Name

3196 N. Locust Avenue  
Address

Rialto, CA 92377  
City, State, Zip Code

\_\_\_\_\_  
Date Signed



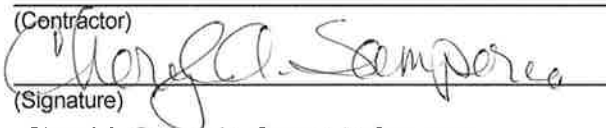
CITY OF RIALTO  
REQUEST FOR PROPOSAL #19-093  
WORKERS' COMPENSATION INSURANCE CERTIFICATION

---

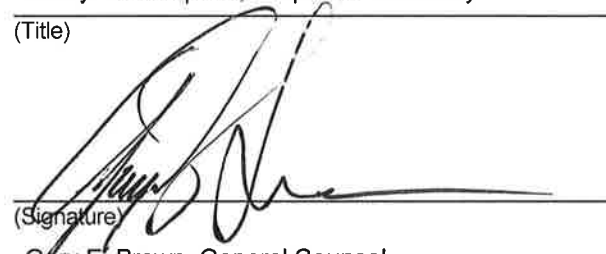
The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:


*I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.*

Date: 3/11/2019

By Pyro Spectaculars, Inc.  
(Contractor)  
  
(Signature)  
Cheryl A. Samperio, Corporate Secretary  
(Title)

ATTEST:

By   
(Signature)  
Gary E. Brown, General Counsel  
(Title)

OK 

CITY OF RIALTO  
REQUEST FOR PROPOSAL #19-093  
MINIMUM WAGE STATEMENT

---

This contract will be awarded as a cost-savings contract under the provisions of Government Code Section 19130(a). In accordance with those provisions, the salary rate to be paid to individuals performing the requested services as described under this contract should be an amount calculated NOT to "significantly undercut" the State pay rate and shall not be less than the industry rate for San Bernardino County. In the event that this salary rate does significantly undercut the State pay rate or the industry rate for San Bernardino County, THE PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE.

A Proposer on this contract must complete the "Minimum Wage Statement" below and return this sheet with his/her proposal.

---

MINIMUM WAGE STATEMENT

I hereby certify that the minimum wage to be paid to all individuals performing the requested services as described under this contract will not less than \$ 12.00 per hour.

  
\_\_\_\_\_  
Signature of Authorized Representative

Cheryl A. Samperio

\_\_\_\_\_  
Printed Name

Corporate Secretary

\_\_\_\_\_  
Title

Pyro Spectaculars, Inc.

\_\_\_\_\_  
Company Name

3196 N. Locust Avenue

\_\_\_\_\_  
Address

Rialto, CA 92377

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date Signed

**CITY OF RIALTO**  
**REQUEST FOR PROPOSAL #19-093**  
**PROPOSER'S STATEMENT OF SUBCONSULTANTS**

---

Without exception, the proposer is required to state the name and address of each subconsultant and the portion of the work which each will do as required by Section 2-3, "Subcontracts", of the Standard Specifications and in conformance with Public Contracts Code, Section 4100 to 4113, inclusive.

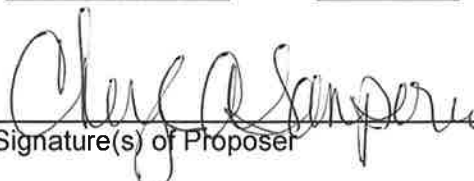
Without limiting the generality of the foregoing, any consultant making a Proposal or offer to perform the work shall set forth in the Proposal:

(a) The name and the location of the place of business of each subconsultant who will perform work or labor or render service to the prime consultant in or about the construction of the work or improvement, or a subconsultant licensed by the State of California who, under subcontract to the prime consultant, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime consultant's total Proposal: and

(b) The portion of the work which will be done by each subconsultant.  
The prime consultant shall list only one subconsultant for each portion.

The undersigned submits herewith a list of subconsultants in conformance with the foregoing:

<u>Name Under Which Subconsultant is Licensed</u>	<u>License No. &amp; Class</u>	<u>Business Address</u>	<u>Specific Description of Subcontract and Portion of the Work to be Done</u>
_____	_____	_____	Pyrotechnician
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

 Signature(s) of Proposer	3/11/19 Date	_____ Signature(s) of Proposer	_____ Date
---	-----------------	-----------------------------------	---------------

Cheryl A. Samperio, Corporate Secretary

Title

Title

CITY OF RIALTO  
REQUEST FOR PROPOSAL #19-093  
CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS

---

As suppliers of goods or services to the City of Rialto, the firm listed certified that it does not discriminate in its employment with regard age, handicap, race, color, religion, sex, or national origin; that it is in compliance with all federal, state, local directives, and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment. Every bidder in violation of this section is subject to all penalties imposed for violation of Chapter 1 of Part VII, Division 2 of the Labor Code, in accordance with the provisions of Section 1753 thereof.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

  
\_\_\_\_\_  
Signature of Authorized Representative

OK

Cheryl A. Samperio, Corporate Secretary  
\_\_\_\_\_  
Printed Name/Title

Pyro Spectaculars, Inc.  
\_\_\_\_\_  
Company Name

3196 N. Locust Avenue  
\_\_\_\_\_  
Address

Rialto, CA 92377  
\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date Signed

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

CITY OF RIALTO  
REQUEST FOR PROPOSAL #19-093  
NON-COLLUSION AFFIDAVIT

---

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

**OATH AND AFFIRMATION**

**I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.**

Dated this 11 day of March, 2019

Pyro Spectaculars, Inc.

(Name of Organization)

Cheryl A. Samperio, Corporate Secretary

(Title of Person Signing)

*Cheryl A. Samperio*  
(Signature) *OK*

**ACKNOWLEDGEMENT**

STATE OF California )

) ss

COUNTY OF San Bernardino )

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 11<sup>th</sup> day of March, 2019

*Laura L. Collins*  
Notary Public Signature



My Commission Expires: Sep. 12, 2020