

February 17, 2010

TO: Board of Acquisition and Contract

FROM: Joseph A. Stout, Commissioner
Parks, Recreation and Conservation

RE: **AUTHORITY TO ENTER INTO A FIVE YEAR AGREEMENT WITH PYRO ENGINEERING, INC. D/B/A BAY FIREWORKS, 400 BROADHOLLOW ROAD, SUITE 3, FARMINGDALE, NY 11735 TO PROVIDE ELECTRONICALLY FIRED FIREWORKS DISPLAYS AT PLAYLAND FOR A TERM COMMENCING JULY 2, 2010 AND TERMINATING AUGUST 29, 2014 WITH THE COUNTY'S OPTION TO EXTEND THE AGREEMENT FOR AN ADDITIONAL PERIOD OF FIVE YEARS.**

Authority is requested of this Board for the County of Westchester to enter into a five year agreement with Pyro Engineering, Inc. D/B/A Bay Fireworks ("Bay Fireworks"), 400 Broadhollow Road, Suite 3, Farmingdale, NY 11735 to provide electronically fired fireworks displays at Playland for a term commencing July 2, 2010 and terminating August 29, 2014 with the sole option of the County to extend the agreement for an additional period of five years.

Upon approval of this agreement by this Board, Bay Fireworks will provide a maximum of nineteen (19) regular shows at a cost of \$5,250 each and two (2) holiday shows at a cost of \$7,000 each in each year of the agreement. For this service Bay Fireworks will be paid by the County of Westchester a fee not to exceed \$113,750 for each year of the agreement, for a total amount not to exceed \$568,750 for the five year term of the agreement.

If the County exercises its option to renew, Bay Fireworks will provide a maximum of nineteen (19) regular shows at a cost of \$5,500 each and two (2) holiday shows at a cost of \$7,250 each in each year of the option period. For this service Bay Fireworks will be paid by the County of Westchester a fee not to exceed \$119,000 for each year of the option period, for a total amount not to exceed \$595,000 for the five year term of the option period.

In accordance with County procurement policy, a "Request for Proposals" was developed and proposals were requested from seven companies. It was also placed on the County's and Playland's websites. Six proposals were received and reviewed and two were eliminated for non-compliance with the RFP. All proposals were based on a flat regular show fee and a flat holiday show fee. Holiday shows are generally 33 percent larger in shell quantity than the other shows. Proposals were evaluated on their ability to offer quality shows and service, the shell count, size of shells, experience, their ability to choreograph show to music, price, cancellation policy and

overall impression. Upon review it was determined that Bay Fireworks was the strongest of the proposals. Their experience and demonstrated ability in providing fireworks displays will assure that the highest quality service will be provided during the term of the agreement.

The goal of this agreement is to allow the County to provide fireworks displays for patrons at Playland. The County strongly believes that these displays will play a role in drawing additional patrons to Playland. This agreement promotes fiscal responsibility as the additional revenue generated will far exceed the cost of this agreement. If this resolution is not approved, there would be negative consequences to County residents since the less revenue the County generates the greater the burden placed on the taxpayer.

The objective of this agreement will be monitored through site inspections and the review of financial reports.

A Resolution is attached for your favorable consideration.

APPROVED BOARD OF ACQUISITION & CONTRACT - 3-4-2010 - JOMARY VIEIRA, SECRETARY

RESOLUTION

Upon a communication from the Commissioner, Department of Parks, Recreation and Conservation, be it hereby

RESOLVED, that the County of Westchester is authorized to enter into a five year agreement with Pyro Engineering, Inc. D/B/A Bay Fireworks ("Bay Fireworks"), 400 Broadhollow Road, Suite 3, Farmingdale, NY 11735 to provide electronically fired fireworks displays at Playland for a term commencing July 2, 2010 and terminating August 29, 2014 with the sole option of the County to extend the agreement for an additional period of five years; and be it further

RESOLVED, that Bay Fireworks will provide a maximum of nineteen (19) regular shows at a cost of \$5,250 each and two (2) holiday shows at a cost of \$7,000 each in each year of the agreement; and be it further

RESOLVED, for this service, the County of Westchester will pay Bay Fireworks a fee not to exceed \$113,750 for each year of the agreement, for a total amount not to exceed \$568,750 for the five year term of the agreement; and be it further

RESOLVED, that at the County's option the term of this agreement may be extended for an additional five year period from July 1, 2015 through August 30, 2019; and be it further

RESOLVED, that Bay Fireworks will provide a maximum of nineteen (19) regular shows at a cost of \$5,500 each and two (2) holiday shows at a cost of \$7,250 each in each year of the option period of the agreement; and be it further

RESOLVED, for this option period, the County of Westchester will pay Bay Fireworks a fee not to exceed \$119,000 for each option year of the agreement, for a total amount not to exceed \$595,000 for the five year option period of the agreement; and be it further

RESOLVED, that this contract is subject to County Appropriations and is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this contract. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of the State Budget or any amendments thereto, and for a reasonable period of time after such release(s) adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this contract or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

RESOLVED, that the County Executive or his authorized designee is hereby empowered to execute any and all instruments and take such other actions as may reasonably be necessary to effectuate the purposes thereof.

Original Agreement \$568,750
 First Amendment \$
This Amendment \$
 TOTAL \$568,750

Agreement #

Account to be
 Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars	
165	42	5520	4620		\$113,750	2010
165	42	5520	4620		\$113,750	2011
165	42	5520	4620		\$113,750	2012
165	42	5520	4620		\$113,750	2013
165	42	5520	4620		\$113,750	2014

Budget Funding Year(s) 2010-2014 Start Date 7/2/2010 End Date 8/29/14
 (must match resolution)

Funding Source Tax Dollars X
 \$113,750 2010
 \$113,750 2011 State Aid _____
 \$113,750 2012
 \$113,750 2013 Federal Aid _____
 \$113,750 2014
 \$568,750 Total Other _____
 (must match resolution)

APPROVED BOARD OF ACQUISITION & CONTRACTS - 3/4/2010 - JOMARY VIEIRA, SECRETARY