

**TOWN OF TRUMBULL
REQUEST FOR PROPOSAL
FIREWORKS DISPLAY – TRUMBULL DAY FALL FESTIVAL
BID # 6141 DUE: AUGUST 10, 2015 at 2:00PM**

GENERAL INSTRUCTIONS

The Town of Trumbull, (hereinafter referred to as Town or Owner), through the office of the Purchasing Agent, will accept sealed proposals for **FIREWORKS DISPLAY** at the Town's **Trumbull Fall Festival** event to be held at dusk on **September 12 , 2015 at Trumbull High School Fields** in accordance with the specifications and requirements detailed in this request.

If rain should occur, the town is requesting an alternative **Rain Date on, Saturday, September 19th, 2015**. The event will be confirmed with the Contractor by the Fire Marshall.

1. PREPARATION FOR PROPOSALS

An original and three (3) exact copies of each Proposal shall be submitted, and addressed to: Purchasing Agent, Town of Trumbull, in a sealed envelope and plainly marked on the outside as **FIREWORKS DISPLAY – TRUMBULL DAY FALL FESTIVAL**. The envelope shall bear on the outside the name of the proposer and address. No oral, telephone or telegraphic responses will be considered. Proposals received after the advertised time and date due shall not be opened or considered. The Town reserves the right to communicate with any or all of the proposers to clarify the provisions of Proposals. The Town further reserves the right to request additional information from any proposer at any time after proposals are opened

2. PROPOSAL SUBMISSION

a) Proposals are to be completed (unless directed otherwise in the specifications), printed, signed by an authorized agent, (including all official literature, brochures, etc., which support this request) and addressed as follows:

PROPOSAL # 6141 DUE: AUGUST 10, 2015
Trumbull Town Hall – Attn: Kevin Bova, Purchasing Agent
5866 Main Street, Trumbull CT 06611

- b) All Proposals must be made on the enclosed Proposal form. All blank spaces for Proposal prices must be filled in, in ink or typewritten, and the proposal form must be fully completed and executed when submitted. Please be advised that the person signing the formal proposal must be authorized by you organization to contractually bind your firm with regard to prices and related contractual obligations for the subject project
- c) The party signing the formal proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the contractual period requested.

- d) The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension or decimal point error.

3. PROPOSAL RESPONSE TIME

Responses to this request shall be received at the office of the Purchasing Agent, Town Hall prior to the advertised hour (noted above) of opening, at which time all proposals (total proposal amount only) shall be publicly opened and read aloud. A proposer may withdraw a proposal at any time prior to the above scheduled date and time. Any proposal received after the above scheduled date and time shall not be considered or opened. No proposer may withdraw a proposal within ninety (90) days after the actual proposal opening.

4. TOWN OPTIONS

The Town reserves the right to accept all or any part of a proposal, reject any or all proposals and to waive any requirements, informalities or irregularities, technical defects or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers. The award shall be made after careful consideration of all factors including but not limited to price.

5. TAX EXEMPT

The Town of Trumbull is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the proposal price. The Town of Trumbull Tax Exempt number is 05-010 31-000.

6. SPECIFICATIONS

If quoted materials and/or equipment do not meet or better the attached specifications on ALL points, the proposer must note ALL exceptions as separate attachments to their formal response; otherwise, it will be presumed that the proposal is in accordance with all specifications requested herein.

7. AWARD AND AUTHORITY

The Town Purchasing Agent will issue notification of Award in writing and followed by a purchase order. The town is looking for the best quality and the most quantity they can get in the proposal. The Town has a Budget estimated of 20,000K

8. INQUIRIES & ADDENDUMS

- a) All technical inquiries regarding this request may be directed to the Town's Fire Marshal – Megan Murphy (203-452-5051) mmurphy@trumbull-ct.gov by end of business day August 4, 2015, all other questions may be directed to the Kevin Bova, Purchasing Agent kbova@trumbull-ct.gov or (203.452.5042).
- b) Answers to questions the Town deems to be in the interest of all proposers will be made available in writing, email or by Fax as appropriate to all proposers.
- c) The Town reserves the right to communicate with any or all of the proposers to clarify the provisions of this request; the Town further reserves the right to

request additional information from any proposer at any time after proposals are opened.

- d) **It is the sole responsibility of a proposer to verify any addendums that may have been issued relating to this request prior to submission of a proposal. Any notice of addendum shall be published on the Town website (www.trumbull-ct.gov) in the Purchasing Department Section (Bid Notices). Failure to submit a response that does not address any changes or addendums may result in a disqualification of a proposal submission.**

9. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS

Any assignment or subcontracting by a proposer, bidder, supplier, or contractor for work to be performed, or goods and/or services to be provided, in whole or in part, and any other interest in conjunction with a Town procurement shall not be permitted without the express written consent of the Town of Trumbull.

10. HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this request, whether or not due in whole or in part of any act, omission or negligence of the Owner or any of his representatives or employees.

11. WORK REGULATIONS, STANDARDS AND FEDERAL AND STATE PREVAILING WAGE

All activities performed in association with this request must be performed and completed for the Town in accordance with current Town of Trumbull, State of Connecticut and Federal regulations and requirements relating to Fireworks Displays. All services performed shall also conform to the latest OSHA standards and/or regulations.

12. INSURANCE

The successful proposer shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Town shall be named as an additional insured with an Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:

Commercial General Liability	Each Occurrence	Aggregate
Bodily Injury Liability	\$5,000,000	\$5,000,000
Property Damage Liability	\$2,000,000	\$5,000,000
Personal Injury Liability	\$5,000,000	\$5,000,000
Comprehensive Auto Liability	Each Occurrence	Aggregate
Including coverage of owned, non owned & rented vehicles	\$5,000,000	\$5,000,000

The insurance policy must contain the additional provision wherein the company agrees that thirty (30) days prior to termination, expiration, cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice will be served by registered mail to the Purchasing Agent, Town of Trumbull.

Additionally the successful proposer (Contractor) shall provide adequate statutory Workmen's Compensation Insurance for all labor employed on this project, and comprehensive General Public Liability Insurance (Coverage "B")

The successful proposer (Contractor) and each Subcontractor agree that their insurance carriers waive subrogation against the Town, its agents or employees with respect to any loss covered by the Contractor's and each Subcontractor's insurance.

13. CONFLICT OF INTEREST

No purchase shall be made from nor shall services (other than services as an officer, agent, or employee of the Town) be secured from any officer or employee of the Town, or from any partnership or corporation in which such officer or employee is a partner or officer, or holds a substantial interest, unless such relationship and the fact that such purchase is contemplated shall be made known in writing to the agency making such purchase, and notice thereof posted, for at least five (5) days before such purchase be made, in the office of the agency making such purchase and in a public place in the Trumbull Town Hall.

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SPECIFICATION AND PROPOSAL

Background

The Town of Trumbull is soliciting quotes for a fireworks display to be held at Trumbull High School Fields on **Saturday, September 12, 2015 at complete sunset**. If rain should occur, the town is requesting an alternative **Rain Date on, Saturday, September 19th, 2015**. The event will be confirmed with the Contractor by the Fire Marshall.

The preferred duration of the display is 30 minutes; however, the Town will consider alternative duration options. The display be launched from the south-eastern corner of the field. Shells are required to range in shells between 3” – 6”. Accurate shell quantities must also be provided for all special effect barrages and grand finale presentation in the proposal.

Contractors are encouraged to visit the site and familiarize themselves with the location and ground conditions and planned firing area.

Responsibilities

- 1) The Contractor shall provide the required pyrotechnics for the displays, and shall be responsible for all racks, tubes, guns, flares, electric controls and other such equipment necessary to perform the show as well as delivery of all fireworks and related equipment to and from the shooting site. All delivery and incidental charges shall be included in the bid pricing.
- 2) The Contractor, at own cost, must secure all necessary state and federal permits for public display of fireworks. Contractor shall also be responsible for local permits where required from neighboring municipalities (i.e. fire department required onsite during delivery/loading/unloading of explosive/hazardous materials, etc).
- 3) The Contractor shall have trained pyro-technicians on the work site at all times during the fireworks display. All work shall be done in a workmanlike manner by qualified personnel having adequate experience in this type of work. The Contractor shall not award any work to any subcontractor without prior written approval of the Town. The Contractor shall be solely responsible for the compensation of the pyro-technicians and all crews needed to set-up the equipment needed for the fireworks display.

- 4) The Contractor shall be responsible to set up and secure the equipment needed for the shoot, load all fireworks, shoot the show, safely discharge any fireworks that do not fire during the show, break down and remove the equipment and clear the shooting area of supplies and materials used.
- 5) The Contractor shall list the name and location of the manufacturer of all fireworks on its bid.
- 6) The Contractor shall provide a list of the size and number of shells, including special effects barrages and grand finale presentation. The Fire Marshal shall have the right to inspect all fireworks upon delivery to ensure that the delivery meets all specifications and requirements. Any materials not deemed to meet specifications must be corrected/replaced in a satisfactory manner at the Contractor's expense.
- 7) It shall be the responsibility of the Contractor to follow all regulations published by the State of Connecticut, Department of Public Safety, Division of Fire and Building Safety, Bureau of State and Fire Marshall on the sale, use, transportation and storage of fireworks and special effects.
- 8) The Contractor shall (i) have a minimum of five (5) years' experience in organizing and producing fireworks displays for a community event; (ii) meet all licensing requirements of the State of Connecticut; and (iii) provide a contact list of at least five (5) satisfactory references to be included in the bid package submitted to the Town.
- 9) The Town of Trumbull will provide police for security and traffic control. The town shall provide all necessary fire watch personnel and erect all safety fencing in accordance with applicable Connecticut laws and regulations. The contractor and the performance of the fireworks display shall comply with all aspects of the Connecticut Fire Safety Code and the Connecticut Fireworks and Special Effects Code.
- 10) The awarded contractor must secure State of Connecticut, Department of Public Safety permit for the display of fireworks and insurance naming the Town of Trumbull as additional insured.
- 11) In the event of rain, the Contractor shall be responsible, at its own cost, for the transportation of fireworks to a temporary location determined by the Town's Fire Marshal for safe storage and return of the fireworks to the Trumbull High School Fields on the rain date.

Specifications:

The contractor shall submit proposal for fireworks display. The proposed display will list the size and number of each shell. Shells are required to range in shells between 3” – 6”. Accurate shell quantities must be provided for all special effect barrages and grand finale presentation in the proposal.

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SPECIFICATION AND PROPOSAL (Continued)

Description	Quantity	Primary Event	Special Effects/ Grand Finale	Unit Cost \$	Extended \$
Shell, 3 Inch				\$	\$
Shell, 4 Inch				\$	\$
Shell, 5 Inch				\$	\$
Shell, 6 Inch				\$	\$
Labor				Lump Sum	\$
Staging				Lump Sum	\$
Equipment				Lump Sum	\$
Admin/ Insurance				Lump Sum	\$
Other (specify)				Lump Sum	\$
				Total Amount	\$

THE UNDERSIGNED AFFIRMS AND DECLARES that this proposal is executed with full knowledge and acceptance of the specifications, requirements, terms and conditions contained herein and with complete understanding and full compliance of system requirements and hereby submits this proposal for the request noted above and certifies that this proposal meets all the specifications and conditions requested herein. Any substitutions to the specifications requested are clearly and completely noted. Any alternate proposals are presented in a similar format to those requested and are attached herein. It is understood that the Town reserves the right to reject any or all proposals or waive any formalities in this request. The proposed rates and discounts as follows:

Above Price Shall Remain Firm for: _____ Days

Company Name

Address

Title & Authorizing Agent (Print)

City, State, Zip

(Signature)

Telephone

Date

Email

PRIMARY CONTACT FOR EVENT:

Name

Office Phone

24 Hour Telephone

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REFERENCES

(Submit with proposal – attach additional pages as necessary)

List references for similar services provided for at least three (3) clients in the past five (5) years (attach any other client references if desired). PLEASE NOTE: IT IS THE TOWN'S INTENT TO COMMUNICATE WITH THE REFERENCES LISTED HEREIN.

CLIENT 1:

Organization Name: _____

ContactName: _____ Phone _____

Service Dates: _____

Project(s): _____

CLIENT 2:

Organization Name: _____

ContactName: _____ Phone _____

Service Dates: _____

Project(s): _____

CLIENT 3:

Organization Name: _____

ContactName: _____ Phone _____

Service Dates: _____

Project(s): _____

CLIENT 4:

Organization Name: _____

ContactName: _____ Phone _____

Service Dates: _____

Project(s): _____