

**TOWN OF TRUMBULL
REQUEST FOR PROPOSAL
FIREWORKS DISPLAY – TRUMBULL FALL FESTIVAL**

BID# 6244 DUE: MONDAY, JUNE 14, 2017 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 9, 2017 at Trumbull High School Fields** in accordance with the specifications and requirements detailed in this request.

**The event will be held at Trumbull High School
Address: 72 Strobel Rd, Trumbull, CT 06611**

If rain should occur, the town is requesting an alternative **Rain Date on, Saturday, September 16, 2017**. The event will be confirmed with the Contractor by the Fire Marshall.

1. PREPARATION FOR PROPOSALS

One 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 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 #6244 DUE: JUNE 14, 2017
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.

Further, within 45 days after the 2017 Fall Festival, the Town holds the right to renew and award the fireworks contract to the Contractor for the 2018 Fall Festival event (proposed date September 8, 2018). Upon mutual agreement of each/any of the above, the Purchasing Agent will send a letter of award and contract within 45 days of the event(s).

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 available upon request

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 along with a town standard contract and then followed by a purchase order. The town is looking for the best quality and the most quantity they can get in the proposal.

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 June 7, 2017 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

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

Public officials shall be prohibited from receiving any town work procured through a Public Bid or bid waived process so as to avoid any appearance of impropriety or Conflict of interest; and; Public officials cannot circumvent the intent of this Ordinance by receiving town work through a bid waiver, as proscribed by the Trumbull Town Charter

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BID# 6244 DUE: MONDAY, JUNE 14, 2017 at 2:00PM

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 9, 2017 at complete sunset**. If rain should occur, the town is requesting an alternative **Rain Date on, Saturday, September 16, 2017**. If weather conditions are such that the Town and/or the Contractor, using commercially reasonable standards, determines that the Fireworks display cannot take place on the scheduled date due to an increased risk of damages or danger to person and/or property as a result of such weather conditions, the parties agree that the display will be rescheduled to the designated Rain Date. The determination to postpone the fireworks display will be communicated ELECTRONICALLY (email) between the Town and the Contractor no later than a mutually agreed upon time, with no additional cost to the Town.

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.

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 a postponement of the display, the Contractor shall be responsible, at its own cost, for the transportation of fireworks to a temporary location as determined by the State and Local Fire Marshall's for safe storage, and for the return of the fireworks to Trumbull High School fields on the agreed upon Rain Date.

Specifications continued

The contractor shall submit a proposal for fireworks display. The display must provide at least a 30-minute dynamic and intense pyrotechnics display with a minimum of the following:

Opening:

- 80 - 3" shells
- 40 - 3" shells
- 20 - 4" shells
- 5 - 5" shells

Midway & Body:

- 350 - 3" shells
- 215 - 4" shells
- 175 - 5" shells
- 1300 Special Effect Barrages – 100-shot maximum (1.5" – 2") configuration per box

Special Effects/Grand Finale:

- 600 - 3" shells
- 60 - 4" shells
- 60 - 5" shells
- Barrage Cakes 1.5'-2" min at max of 100 shoot

Special effects such as Assorted Color Star Shells, Crossett's, Titanium Salutes, Twitter Glittering, Rings, Color-Changing Chrysanthemums, etc. should be included in the design detail of the display. The proposed display will also list the exact size and count of each shell. Accurate shell quantities must be provided for all special effect barrages and grand finale presentation in the proposal.

The contractor shall submit proposal for a fireworks display. The proposed display will list the size and number of each shell. Shells are required to range in size between 3" – 5" with special effects barrage Cakes. Accurate shell quantities must also be provided for all special effect barrages and grand finale presentation in the proposal

Extension of Contracts and awards

Within 45 days after September 11, 2017, the Town shall have the right to renew and award the fireworks contract to The Contractor for the 2018 Fall Festival event (proposed date September 8, 2018). Further, within 45 days after the 2017 Fall Festival, the Town holds the right to renew and award the fireworks contract to the Contractor for the 2019 Fall Festival event (proposed date September 9, 2019). Upon mutual agreement of each/any of the above, the Purchasing Agent will send a letter of award and contract within 45 days of the event(s).

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SPECIFICATION AND PROPOSAL

The undersigned hereby submits the following Bid Proposal Form in response to the request herein and in response to required specifications and conditions as stated in this Request for Proposal. All exceptions in conjunction with the submitted and pricing are noted below or on the attached pages as needed. Any substitutions to the specifications requested are clearly and completely noted it is understood that the Town reserves the right to reject any or all proposals or waive any formalities in this request. The undersigned hereby submits the above price, and attests that this bid meets all the requirements stated in this Request for Proposal and that pricing shall be firm fixed and remains in effect through December 16, 2017 (90 days).

The following Addenda have been received. Considered and all costs thereto are included

Addenda # _____, _____, _____, _____, _____

SEPTEMBER 9, 2017 pricing

Description	Quantity	Primary Event	Special Effects/ Grand Finale	Unit Cost \$	Extended \$
Shell, 3 Inch				\$	\$
Shell, 4 Inch				\$	\$
Shell, 5 Inch				\$	\$
Special Effects Barrage Cakes 1.5-2" min at max of 100 shoot				\$	\$
Labor				Lump Sum	\$
Staging				Lump Sum	\$
Equipment				Lump Sum	\$
Admin/ Insurance				Lump Sum	\$
Other (specify)				Lump Sum	\$
				Total Amount	\$

SPECIFICATION AND PROPOSAL (Continued)

Above Price Shall Remain Firm through September 16, 2017

Company Name

Address

Title & Authorizing Agent (Print)

City, State, Zip

(Signature)

Telephone/ Fax

Date

Email

Cell Phone/ Alt.Contact Number

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: _____

Contact Name: _____ Phone _____

Service Dates: _____

Project(s): _____

CLIENT 2:

Organization Name: _____

Contact Name: _____ Phone _____

Service Dates: _____

Project(s): _____

CLIENT 3:

Organization Name: _____

Contact Name: _____ Phone _____

Service Dates: _____

Project(s): _____

CLIENT 4:

Organization Name: _____

Contact Name: _____ Phone _____

Service Dates: _____

Project(s): _____

