



**TOWN OF TRUMBULL  
REQUEST FOR PROPOSAL  
FIREWORKS DISPLAY – TRUMBULL DAY  
DUE: MARCH 19, 2013 at 3:00PM**

**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 Town Day event to be held on **JUNE 29, 2013** in accordance with the specifications and requirements detailed in this request. All qualified and interested parties (hereinafter referred to as proposer, bidder, contractor or supplier) are invited to submit proposals under the terms and conditions set forth as follows:

**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**. 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 # 5973 DUE: MARCH 19, 2013**  
Trumbull Town Hall – Attn: Robert Chimini, 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 your 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. 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](mailto:mmurphy@trumbull-ct.gov). No inquiries shall be responded to that are received after March 15, 2013.
- 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](http://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.**

**8. 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.

**9. 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.

**10. 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.

**11. 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:

<b>Commercial General Liability</b>	<b>Each Occurrence</b>	<b>Aggregate</b>
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
<b>Comprehensive Auto Liability</b>	<b>Each Occurrence</b>	<b>Aggregate</b>
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 fifteen (15) 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.

**12. 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.

### **13. PROPOSAL, PERFORMANCE AND PAYMENT BONDS**

- a) A Bond payable to the Owner must accompany each Proposal for ten (10%) percent of the total amount of the Proposal. As soon as the Proposal prices have been compared, the Owner will return the bonds of all except the three lowest responsible Proposals. When the Agreement is executed, the bonds of the two remaining unsuccessful Proposers will be returned. The Proposal Bond of the successful Proposer will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Proposal (Bid) Bond.
- b) A Performance Bond and a Payment Bond, each in the amount of 100 percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract. Attorneys-in-fact who sign the Bid Bonds or Payment Bonds and Performance Bonds must file with each bond, a certified and effective dated copy of their power of attorney.
- c) The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when Notice of Award is delivered to the Proposer. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Proposer to execute the Agreement, the Owner may, at his option, consider the Proposer in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.
- d) The Owner, upon receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the Contractor, shall sign the Agreement and return to the Contractor an executed duplicate of the Agreement within a reasonable period of time. The returned executed Agreement by the Owner to the Contractor shall be accompanied with a Notice to Proceed.

**TOWN OF TRUMBULL  
REQUEST FOR PROPOSAL  
FIREWORKS DISPLAY – TRUMBULL DAY  
DUE: MARCH 19, 2013 at 3:00PM**

**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, June 29, 2013**, if rain should occur the contractor will supply an alternate date that is acceptable to all parties in the month of July 2012. The town is requesting proposals on four different price levels, \$15,000, \$20,000, \$25,000 and \$30,000. The show will begin at approximately 9:30 p.m. and last 25-30 minutes. Contractors are encouraged to visit the site and familiarize themselves with the location and ground conditions and planned firing area. In the event that displays cannot be held on both the original and rain date for the displays, a new display date that is mutually convenient will be selected at no additional cost to the Town.

**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) In the event of rain, the Contractor shall be responsible, at its 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.
- 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. 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 Marshal 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.

**Specifications:**

The contractor shall submitted four proposals for fireworks display. Each proposed display will list the size and number of each shell. A proposal for a display costing \$15,000.00, \$20,000.00, \$25,000.00 and \$30,000.00 shall be included in bid.

**TOWN OF TRUMBULL  
REQUEST FOR PROPOSAL  
FIREWORKS DISPLAY – TRUMBULL DAY  
DUE: MARCH 19, 2013 at 3:00PM**

**SPECIFICATION AND PROPOSAL (Continued)**

Description	Quantity	Unit Cost \$	Extended \$
Shell, 2.5 Inch		\$	\$
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	\$
		<b>Total Amount</b>	<b>\$15,000.00</b>

Description	Quantity	Unit Cost \$	Extended \$
Shell, 2.5 Inch		\$	\$
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	\$
		<b>Total Amount</b>	<b>\$20,000.00</b>

**TOWN OF TRUMBULL  
REQUEST FOR PROPOSAL  
FIREWORKS DISPLAY – TRUMBULL DAY  
DUE: MARCH 19, 2013 at 3:00PM**

**SPECIFICATION AND PROPOSAL (Continued)**

Description	Quantity	Unit Cost \$	Extended \$
Shell, 2.5 Inch		\$	\$
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	\$
		<b>Total Amount</b>	<b>\$25,000.00</b>

Description	Quantity	Unit Cost \$	Extended \$
Shell, 2.5 Inch		\$	\$
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	\$
		<b>Total Amount</b>	<b>\$30,000.00</b>

**TOWN OF TRUMBULL  
REQUEST FOR PROPOSAL  
FIREWORKS DISPLAY – TRUMBULL DAY  
DUE: MARCH 19, 2013 at 3:00PM**

**SPECIFICATION AND PROPOSAL (Continued)**

**Submitted by:**

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

Business Address: \_\_\_\_\_

Type of Entity: Corporation: \_\_\_\_\_ Type of Corp.: \_\_\_\_\_ LLC: \_\_\_\_\_  
Partnership: \_\_\_\_\_ Joint Venture: \_\_\_\_\_  
Sole Proprietorship: \_\_\_\_\_  
Other (please describe): \_\_\_\_\_

CT State Business License Number (if applicable): \_\_\_\_\_

State Agency issuing license: \_\_\_\_\_

Number of years in business under entity name: \_\_\_\_\_

Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

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

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

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax

\_\_\_\_\_  
email

\_\_\_\_\_  
24 Hour Telephone

\_\_\_\_\_  
website

**TOWN OF TRUMBULL  
REQUEST FOR PROPOSAL  
FIREWORKS DISPLAY – TRUMBULL DAY  
DUE: MARCH 19, 2013 at 3:00PM**

**REFERENCES**

*(To be submitted 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): \_\_\_\_\_

*CLIENT 5:*

Organization Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Project(s): \_\_\_\_\_