

VILLAGE OF BENSENVILLE

FOURTH OF JULY FIREWORKS DISPLAYS:

INVITATION TO BID

ISSUE DATE: November 17th, 2016

PROPOSALS DUE: December 10th, 2016



Responses may be mailed / hand-delivered in a sealed box or envelope with title and due date marked on the outside of the envelope

**Please submit to:
Attention: Bob Flood
Assistant Director of Recreation
Village of Bensenville IL
12 S Center St
Bensenville, IL 60106
bflood@bensenville.il.us**

1 LEGAL NOTICE

Official notice is hereby given that Sealed Bids will be received in the Office of the Village Clerk, 12 S. Center, Bensenville IL 60106 until 9:30 am local time on Wednesday, December 7th, 2016 and then at said office publicly opened and read for following:

Fireworks for July 4th in 2017, 2018 and 2019

The Village of Bensenville is seeking separate bids for a 3 year agreement to provide a 30 minute fireworks display, to take place on Tuesday, July 4th, 2016, Wednesday, July 4th, 2017, and Thursday, July 4th, 2018.

Plans, specifications and bid forms may be obtained at the Recreation Department, 735 E. Jefferson, Bensenville IL 60106, or by emailing bflood@bensenville.il.us or by calling 630-594-1134.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Bensenville for not less than five percent (5%) of the bid amount. Checks will be returned to the non-awarded bid companies at the conclusion of the bid review

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq.)

Offers shall not be withdrawn for a period of ninety (90) days after the bid date without the consent of the Board of Trustees.

The Village reserves the right to reject any and all bids or parts thereof, to waive any irregularities or information in bid procedures and to award the contract in a manner best serving the interest of the Village.

All bids must be tendered in seal envelopes, and must be clearly marked on the opaque envelope:

Village of Bensenville 2017, 2018 and 2019 Fireworks - BID

Any bid submitted unsealed, unsigned, via fax or e-mail transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The bids shall be publicly opened at 9:30am on Wednesday, December 7th, 2016 at Bensenville Village Hall 12 S. Center Street.

Ilsa Rivera-Trujillo
Village Clerk

2 BID SPECIFICATIONS

GENERAL TERMS AND CONDITIONS

1. CONDITIONS - Bidders are advised to become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

2. BID SECURITY

2.1 Each Bid must be accompanied by Bid security made payable to the Village in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.

2.2 Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Village, having the minimum equivalent of a Best and Co. 5A Rating.

2.3 Upon execution of the contract, the Bid deposit will be returned. Failure of the bidder to execute a contract after notification of award of contract will result in forfeiture of the Bid

deposit. The Bid deposit shall be retained by the Village of Bensenville as liquidated damages and not as a penalty.

2.4 Bid deposits of all unsuccessful Bidders will be returned after a contract has been executed by the successful Bidder.

3. ADJUSTMENTS TO CONTRACT - Prospective Bidders are forewarned that the Village of Bensenville reserves the right to adjust the quantities of work to be accomplished, either up or down, dependent upon the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on accepted unit prices.

4. MULTI-YEAR CONTRACT - Contracts with duration greater than 12 months require annual renewals to be signed by the Village and Contractor.

5. DAMAGES TO PROPERTY

5.1 The CONTRACTOR shall be responsible for any damage to properties caused by the acts of their work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

5.2 The CONTRACTOR is not authorized to drive equipment on to private property without proper written authority from the property owner.

5.3 It is recommended that, for the CONTRACTOR'S protection, if any damage exists before work begins that the Assistant Director of Recreation or appointed representative be notified of such, prior to work beginning. Visual records (pictures) shall be taken by the contractor of any pre-existing damage before work begins.

6. TIME OF COMPLETION, PENALTY AND LIQUIDATED DAMAGES

6.1 The CONTRACTOR understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates.

6.2 Should the CONTRACTOR fail to complete the work within the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the

Village in the amount of Two hundred fifty dollars (\$250.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

6.3 Any penalty or liquidated damages owed the Village may be deducted from any payments to the CONTRACTOR. If the deduction does not satisfy the full extent of the CONTRACTOR'S penalty obligation, then the CONTRACTOR shall pay the difference to the Village within ten (10) business days of demand for payment. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in final completion of the work.

7. MEETING BEFORE WORK BEGINS - It is mandatory that the Contractor meets with the Assistant Director of Recreation or his designee(s) prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among other items. In the event that any of the Contractor's employees is deemed by the Village, in the Village's sole discretion, to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, by virtue of abusive or obnoxious behavior, by poor quality of work, poor demeanor, or other similar reasons, then upon formal written request of the Village, the Contractor shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.

8. SAFETY - While working within the Village of Bensenville rights-of-way, the contractor shall conform to OSHA and IDPH for work zone safety.

9. TAX EXEMPT STATUS – The Village is exempt, by law, from paying State or Local Retailer's Occupation Tax, State Service Occupation and Use Tax, and Federal Excise Tax. The Illinois State Exemption Number will be provided after Contract is awarded.

10. PRICING - All pricing for goods and services included in this bid shall be good through December 31, 2019.

SCOPE OF WORK

Bidding requirements, general terms and conditions, scope of work and other special requirements are hereby made part of the bidding document and contract specifications. Standard specifications of technical or professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.

CONTRACTOR shall perform all work required to be performed, and shall provide and furnish all labor, materials, tools, equipment, and other necessary apparatus and all transportation services required to complete all the work required for Fireworks Displays. The specifications contained herein describe the minimum requirements of the VILLAGE and any omission shall not relieve the CONTRACTOR of furnishing quality service in a timely manner.

**Village of Bensenville
Invite to Bid
Fourth of July Fireworks Displays**

The Village of Bensenville is seeking 3-year contract proposals from firms for the provision of the Village's annual Fourth of July Fireworks displays for the calendar years listed below

Section I: Fireworks Displays Specifications

A. General Event information

DATES: Tuesday, July 4, 2017; Wednesday, July 4, 2018; and Thursday, July 4, 2019.

(inclement weather dates to be determined by mutual agreement of the Village of Bensenville and contractor, as necessary)

TIME: approximately 9:30 P.M.

LOCATION:

B. Specifications for Fireworks Displays

1. Durations and Timing of Displays. The contractor shall provide a 30 Minute, continuous aerial fireworks display at the designated location with no delays Between firing. Each display shall commence at 9:30pm, unless otherwise designated by the Village. In the event of inclement weather, the Village, in consultation with the contractor, shall have the final decision on whether the display will be postponed, halted or altered due to unsafe conditions that could endanger the safety of the spectators, operators and/or crew members provide by contractor. In the event the Village postpones the displays and provides a minimum of 48 hour written notice, no financial penalty shall be incurred to reschedule date.
2. Aerial Displays Only. Due to the nature of the discharge location, and to accommodate multiple viewing locations, all fireworks displays must be entirely aerial; ground displays are not to be provided. The size of aerial shells should be such that the display reaches an altitude that can be easily seen above the tree canopy and building obstructions, without exceeding a size limit of 6" shells
3. Music Synchronization. To entertain the large number of spectators at the launching site, the fireworks display shall be synchronized with music and determined by mutual agreement with the Village. The music will be played via loudspeaker at the viewing site.
4. Provision of Labor and Equipment by Contractor. The contractor shall furnish labor, Equipment, supplies, personnel and supervision to provide the fireworks displays.

The contractor shall provide a crew of experienced pyrotechnic operators to deliver, set up and execute entire displays and remove all equipment after displays are finished. The contractor shall not allow any employees to perform work who is intoxicated or under the influence of a controlled substance. For safety purposes, storage of onsite pyrotechnics shall not be placed within 50 feet of any Village building.

5. Cleanup of Shooting Area. The Contractor must clean up the shooting area after each firework display to the satisfaction of the Village. Specifically, and without limitations of the foregoing, the Contractor must remove and properly dispose of all unfired and/or unexploded material. A Contractor representative, along with representatives from the Village, will be required to visually inspect the shooting area at the conclusion of each firework display to determine that the Contractor has satisfactorily cleaned the area.
6. Compliance with National Standards. The Contractor shall conduct each firework display in accordance with national Fire Protection Association standards and guidelines for safety, in accordance with NFPA 1126, standards for the use of pyrotechnics before a proximate audience, 2016 edition.
7. Compliance with Laws. The Contractor shall be required to obtain, at the Contractor's expense, all permits, give all necessary notices, pay all license fees, and comply with all local, state and federal rules and regulations, ordinances and statues that apply, including without limitation, the Pyrotechnic Distributor and Operator Licensing Act, 225 ILCS/227/1 *et seq.* ("Act"). The Contractor assumes complete and sole liability for all federal, state and local taxes that are applicable.

Section II: Qualifications

A. Pyrotechnic Operator's License

The contractor shall present to the Village evidence that all persons involved in the provision of fireworks display are properly licensed pursuant to the Act and any other applicable law.

B. Insurance

- The Contractor shall provide proper insurance protection for the benefit of spectators, which shall take effect upon arrival of contractor's personnel at the site of the displays, and is to remain in effect during and after the display, or until the residuals from the fireworks program are removed from the site. The limits and coverage shall include commercial general liability of \$1,000,000 for each occurrence, \$2,000,000 general aggregate, \$5,000 per person medical expenses, \$1,000,000 personal and advertising injury, \$100,000, rented premises damages, \$2,000,000 products-completed operations aggregate.
- Automobile liability combined single limit of \$1,000,000 each accident, Umbrella liability of \$4,000,000 each occurrence, and worker's compensation and employers' liability of \$100,000 each accident.

Section III: Content of Proposals

Each proposal submitted to the Village shall include, without limitation, the following information:

A. Description of the Firm

Describe your firm's structure, areas of expertise, time in business, number of employees and other information that would help characterize your firm.

B. Contents of Proposed Displays

1. Provide written and pictorial description, as appropriate, of the proposed fireworks displays to be provided to the Village.
2. Provide a shell inventory that indicates the number of proposed shell by size, type, show breakdown totals (grand opening, main body and grand finale) and overall total. Detail and indicate how many each size shell would be used for each firework display. Please include information that indicates proposed shell types by break patterns and color.
3. Explain how the proposed displays comply with the specifications set forth in this request for proposals to include aerial only displays and music synchronization.

C. Identification of Operators and Crew Members

Proposals must include a complete list of the on-site managers, display operators and crew members, with listings of licenses, other credentials and years of experience. Bids must also indicate compliance with the licensing obligation set forth in Section II-A of this Invite to Bid.

D. Proposed Fee

State the proposed fee for the provision of the fireworks displays. The village is exempt from all Federal and State tax: bids must quote prices which do not include such tax.

The Village may increase its investment for any fireworks display within a minimum of four months' written notice to the contractor. Fees should include bidder's best net price including delivery and discounts to meet the approval of the Village. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the Village, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the Village, and all prices and notations shall be in ink or typewritten.

E. References

All bids must include a completed copy of the enclosed references sheet.

Section IV: Evaluation of Proposals and Selection Process

Village staff will evaluate all properly submitted bids, and will grade and rank all bids received with respect to the criteria set forth in this invite to bid, each proposer's references, past show

performances (when applicable), and the proposed fee. The Village will then select the top preferred bidder, with whom a contract, on a form to be provided by the Village, will be negotiated.

The Village Board has the ultimate authority to approve any proposal and to authorize execution of the negotiated contract.

The Village reserves the right to make clarifications, corrections, or changes in this invite to bid at any time prior to the time proposals are opened. All bidders or prospective bidders who register with the Village will be informed of said clarifications, corrections, or changes. Prospective proposers are encouraged to register via e-mail to bflood@bensenville.il.us prior to the due date for proposals.

Submitted Bids are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the firms submitting bids. Issuance of this bid does not obligate the Village to pay any costs incurred by a respondent in its submission of a bid or making any necessary studies or design for the preparation of their bid, or for procuring or contracting for the services to be furnished under this bid.

A proposer may withdraw its bid, either personally or by written request, at any time prior to the scheduled deadline for submittals. No bid shall be withdrawn for 60 days after the date set for opening. Bids shall be subjected to acceptance during this period.

The Village reserves the right to accept the bid that is, in its judgement, the best and most favorable to the interests of the Village and to the public; to reject the low price bid; to accept any item of any bid; to reject any and all bids; and to waive irregularities and informalities in any bid submitted in the invite to bid process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Firms should not rely upon, or anticipate, such waivers in submitting their bids.

Section V: Termination of Agreement

The Village of Bensenville reserves the right to terminate the agreement at any time as a result of poor vendor performance. Cancellation will not release the vendor from legal remedies available to the Village. If the contract is an extended term agreement, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty days (60) prior to its effective date.

Section VI: Submittal Procedures

A. Question and Clarifications

All questions regarding this proposal should be directed in writing to Bob Flood, Assistant Director of recreation for the Village of Bensenville, at bflood@bensenville.il.us Questions will be accepted until December 5th, 2016.

B. Invite to Bid Submittals

Bids must be submitted in a sealed envelope or box and in hard copy format. Digital copies will not be accepted, and all bids should be addressed to:

Bob Flood
Assistant Director of Recreation
Village of Bensenville
735 E Jefferson St
Bensenville, IL 60106

ATTN: Fourth of July Fireworks Displays: 2017, 2018 and 2019

Bids must be received by U.S. mail, other carrier, or hand delivery no later than December 7th, 2016 at 9:00am. The bid opening will be held at 9:30am in the village board room, located on the 2nd floor of Bensenville Village Hall, 12 S Center St, Bensenville, IL 60106

Section VI: Anticipated Project Timeline*

- Bid released and posted on Village website: November 17th, 2016
- Due date for bid related Questions: Monday, December 5th, 2016
- Response provided to bid questions: Tuesday, December 6th, 2016
- **Invite to Bid Due Date: December 7th, 2016 9:00am**
- Selection of Firm: Wednesday, December 21st, 2016
- Approval of Professional Services Agreement: January 31st, 2017

* All deadlines are listed in Central Standard Time Zone

Village of Bensenville

12 S Center St.

Bensenville, IL 60106

P: (630)766-8200

Request for Proposals – References sheet

July 4, 2017-2019, Fireworks Display

Show Provider Business Name: _____

Contact Person: _____

Mailing Address: _____

City, State Zip: _____

Telephone Number: () _____

Fax Number: () _____

REFERENCES

Organization: _____

Contact person: _____

Mailing Address: _____

City, State Zip: _____

Telephone Number: () _____

Fax Number: () _____

Length of Association: _____

Organization: _____

Contact person: _____

Mailing Address: _____

City, State Zip: _____

Telephone Number: () _____

Fax Number: () _____

Length of Association: _____

Organization: _____

Contact person: _____

Mailing Address: _____

City, State Zip: _____

Telephone Number: () _____

Fax Number: () _____

Length of Association: _____

The party authorized to execute the above certification is the Village of Bensenville.

VENDOR:

Village of Bensenville:

Signature

Signature

Title

Title

Date

Date

VILLAGE OF BENSENVILLE
BID COMPLIANCE CERTIFICATION

I, _____, having been first duly sworn, depose and
(owner/authorized company representative)

state as follows:

_____ (“Contractor”), having submitted a proposal for:
(Name of Company)

_____ to the Village of Bensenville, hereby

certifies that said Contractor:

1. is operating in compliance with the federal Civil Rights Act, 42 USC §2000e, and the Illinois Human Rights Act, 775 ILCS 5/2-105(A).

2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Illinois Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that

(Name of employee/driver or “all employee drivers”)

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

4. is in full compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et. seq.

5. is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq.

6. will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. as applicable.

By: _____
(Officer or Owner of Company stated above)

Title: _____

SUBSCRIBED AND SWORN to before me

this _____ day of _____, 2015.

NOTARY PUBLIC