

NAUGATUCK, CONNECTICUT

Request for Proposal for Fireworks Display
July 3, 2023 (Rain date July 7, 2023)

Contract No. FY24-B041

CONTRACT DOCUMENTS

PREPARED BY THE
BOROUGH OF NAUGATUCK
Department of Public Works

April 3, 2023



Borough of Naugatuck

REQUEST FOR FIREWORKS PLANTS

The Borough of Naugatuck seeks Bids for Fireworks Display Monday, July 3, 2023, (Rain date Friday, July 7, 2023).

Sealed proposals will be received by the Purchasing Agent for the Borough of Naugatuck, Accounting Dept. Lobby, Town Hall, 229 Church Street, Connecticut, 06770 until **11:00 AM Thursday, April 20, 2023** for furnishing the commodities and/or services herein listed. Late submissions will not be accepted.

Contract FY24-B041 Request for Proposal for Fireworks Display July 3, 2023 (Raindate July 7, 2023)

Immediately following the above time and date sealed bids will be publicly opened and read at the Town Hall at the Borough of Naugatuck, Commissioner's Corner, 229 Church Street, Naugatuck, CT 06770 and read aloud via Zoom due to COVID-19.

Please follow link below to access scheduled bid opening.

Join Zoom Meeting
<https://us06web.zoom.us/j/6782404415>

Meeting ID: 678 240 4415
Passcode: 5fY9TT

One tap mobile
+19292056099,,6782404415#,,,,*486183# US (New York)
+16465189805,,6782404415#,,,,*486183# US (New York)

Dial by your location
+1 929 205 6099 US (New York) +1 646 518 9805 US (New York)

Find your local number: <https://us06web.zoom.us/j/6782404415>

The bid document may be examined and obtained at no cost from the Borough of Naugatuck web site <http://www.naugatuck-ct.gov>. All bidders must check the Borough web site within two days of the scheduled bid opening to check for addenda.

The Borough of Naugatuck reserves the right to waive any informalities or to reject any or all bids.

No Bidder may withdraw his bid within (90) days after the actual date of the opening thereof.

The Borough of Naugatuck is an affirmative action/equal opportunity employer MBE's, WBE's and SBE's are encouraged to apply.

SECTION A
INFORMATION FOR BIDDERS
Borough of Naugatuck

1. Engagement of the Vendor

The Borough of Naugatuck seeks proposal for Fireworks Display to be held on Monday, July 3, 2023, or rain date of Friday, July 7, 2023.

2. Scope of Services / Statement of Work

The Borough of Naugatuck seeks proposal for Fireworks Display. Please to **Section C** for additional information.

The supply of a **Fireworks DISPLAY: Monday, July 3, 2023 (Rain date: Friday, July 7, 2023)** to the Borough of Naugatuck with a value of \$20,000.00.

The Borough is looking for events made up of an estimated 20% 3in. shells, 45% 4in. shells, 20% 5in. shells, 10% 6in. shells, & 5% 8in. shells.

It is the responsibility of the respondents to pay for all costs associated with submitting qualifications and/or proposals. The Borough of Naugatuck shall not reimburse for any such costs.

The Borough will not reimburse the contractor mileage, travel time, breakdowns, or any damage or repairs to contractor's equipment.

Upon delivery or repair all invoices must state total cost for service provided, to include any and all discount amounts, if applicable. Please see Section 15 for additional information.

No pre-submission conferences are proposed.

Please direct any and all questions to: Sandra Lucas-Ribeiro
Recreation Director
Naugatuck Public Works Dept.
246 Rubber Avenue, Naugatuck, CT 06770
slucas@naugatuck-ct.gov
Tel: (203) 720-7044

Questions must be submitted 1 week prior to receipt date.

3. Terms and Conditions

This document, its terms and conditions and any claims arising there from, shall be governed by Connecticut law. The Vendor shall comply with all applicable law, ordinances, and codes of the State of Connecticut and the Borough of Naugatuck and shall commit no trespass on any private property in performing services under this document.

The parties agree that they waive a trial by jury as to any and all claims, cause of action or disputes arising out of this document or services to be provided pursuant to this document.

Notwithstanding any such claim, dispute, or legal action, the Vendor shall continue to perform services under this document in a timely manner, unless otherwise directed by the Borough of Naugatuck.

4. Subcontracting and Assignability

None of the services covered by this document shall be subcontracted without the prior written approval of the Borough of Naugatuck for the acts and omissions of its Vendors, and of persons either directly or indirectly employed by Vendor, as it is for the acts and omissions of persons directly employed by Vendor. The Borough of Naugatuck may, before making payment on the document require either an affidavit from the Vendor that all sub Vendors and material men have been paid or may require waiver of mechanics' liens from any and all sub Vendors and material men. Any sub Vendor will be subject to the same insurance requirements as the Vendor's requirements promulgated in this document.

The Vendor shall not assign any interest in this document, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the Borough of Naugatuck; provided, however, that claims for money due or to become due the Vendor from the Borough of Naugatuck under this document may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Borough of Naugatuck.

5. Termination of Contract

If, through any cause, the Vendor shall fail to fulfill, in a timely and proper manner, his obligations under this document, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this document by giving written notice to the Vendor of termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination all records prepared by the Vendor under this document shall, at the option of the Borough of Naugatuck, become its property.

6. Preparation of Proposals

The Proposal must be made upon the forms contained herein. The blank spaces in the Proposals must be filled in correctly where indicated. The Bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each Item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing, or printing, and shall not be used. The Bidder shall sign his Proposal correctly. If an individual makes the Proposal, his name and post office address must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address of the firm, partnership, or corporation.

Each proposal must be submitted in a sealed envelope bearing on the outside the name of the Bidder, this address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Accounting Dept., Borough of Naugatuck, City Hall, 229 Church Street, Naugatuck, CT 06770.

7. Irregular Proposals

The Borough of Naugatuck reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

8. Withdrawal of Proposals

If a Bidder wishes to withdraw his Proposal, he may do so before the time fixed for the opening of bids by communicating his purpose to the office of the Purchasing Agent. Upon such notice, the Proposal will be handed to him unopened.

9. Sales Tax

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on

materials or supplies exempted by such regulations shall not be included as part of the bid. The Borough will furnish the successful Bidder a sales tax exemption number.

10. Compliance with Federal and State Regulations

The Vendor shall be responsible for full compliance with any Federal and/or State laws, regulations and standards, as applicable to any project fully or partially funded by State and/or Federal funding agency. This project is funded, in part, by the State and Federal government.

11. Permits

All licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with the prosecution of the work shall be obtained by the Vendor, at no additional cost to the Borough.

12. Right to Reject

The Borough reserves the right to reject any or all proposals or to accept any bid, should it deem it to be in the best interest of the Borough.

13. Equal opportunity clause.

(a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. Insurance

Before execution of the Contract, the Bidder will be required to file with the Borough of Naugatuck a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Borough of Naugatuck shall name the Borough of Naugatuck and the State as additional insured parties on the form furnished with these specifications. The "Certificate of Insurance" shall state that at a minimum, with respect to the contract, the bidder carries insurance in accordance with the requirements and stipulations listed in the insurance agreement included at the end of this document.

Insurance Agreement, must be filled out and include a copy of the business' current/active certificate of insurance.

15. Purchasing and Invoicing

All goods and services pertaining to the Statement of Work (SOW) in this bid document shall commence with the vendors receipt of a Purchase Order from the Borough of Naugatuck.

Invoices must include the purchase order number and the charges listed in accordance with the purchase order. Invoices are to be delivered via email to accountspayable@naugatuck-ct.gov or as follows:

Borough of Naugatuck, Accounts Payable, 229 Church Street, Naugatuck, CT 06770

16. Forms Requirements

All forms in this document must be filled, signed and returned with the bid. Missing or not signed forms may disqualify bid submission package. In addition, the following forms should also be included:

- Completed IRS Form-W9
- Certificate of Insurance listing Borough of Naugatuck as Certificate Holder
- Completed Insurance Agreement (attached in references section)
- Company History, years in business.
- Other services the company provides that may impact the services provided to the town.
- It is required that bidding company be located within five miles of the Borough's limits.
- Certificate of Non-Collusion Form.
- Signed Insurance agreement.
- Vendor Registration form.
- Copy of Company Business License as well as individual licenses if applicable.

17. Technical Requirements

If applicable, disclose in detail the following on a separate sheet of paper and attached to bid document. Title the attachment: Technical Requirements with bid document as a reference. Areas of disclosure include but not limited to the following:

- Power source, redundant needed and/or UPS
- Access to internal LAN. If yes, can DHCP be used or is a Static IP address needed (internal or external).
- Access to the public internet
- Hardware (not included in bid; computers, servers, switches....)
- Software (not included in bid; ancillary software required)
- Back-up/Fail over for Business Continuity
- Interoperability
- Security (type)
 - Infrastructure
 - Applications and public/private internet

SECTION B

**PROPOSAL
Borough of Naugatuck**

Contract No. FY24-B041 Request for Proposal for Fireworks Display

The undersigned, as Bidder, declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm or corporation; that he has carefully examined the bid documents; that no person or persons acting in any official capacity for the Borough is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to execute the Form of Contract with the Borough; to provide all necessary equipment, tools, and to do all work and furnish all materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Borough of Naugatuck as therein set forth, and that he will take in full payment therefore, the following prices, to wit:

The Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated: _____

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

Successful bidders shall defend, indemnify and hold and save harmless the Borough of Naugatuck against and from any and all liabilities, claims, damages, losses, fees, costs, expenses, etc. which arise directly or indirectly from successful bidders operations and/or related activities.

The Borough of Naugatuck reserves the right to reject any and all: bids in whole or in part, including low bid, to make partial awards, to waive any irregularities in any quotation, to increase or decrease quantities if quantities are listed in the bid, and may reject any bid that shows any omissions not called for, conditions, or alternate proposals, and may make any such award as is considered to be in the best interest of the Borough of Naugatuck.

Company Name: _____

Street Address: _____

Town/City: _____

Telephone: _____

Email: _____

Name _____

Signature _____ **Date** _____

Name of Certified Shooter

State Police Certificate of Competency Number

Address of Shooter

SECTION C

Contract No. FY24-B041 Request for Proposal for Fireworks Display

(Rain date: Wednesday, July 7, 2023)

Bid Price: _____

Delivered as Specified (stipulated price): **\$20,000**

Specifications:

- A. All work must be done in a workmanlike manner by qualified personnel having experience in this type of work.
- B. Any work that is determined by the Borough of Naugatuck not be completed in accordance with these specifications or of inferior quality may result in a reduced payment by the Borough.
- C. Event must take place by **Monday, July 3, 2023** (Rain date: Friday, July 7, 2023).
- D. **TIME: Approximately 9:15 p.m.**
- E. The Contractor must provide, erect and maintain all necessary barricades and signs, and take all necessary precautions for the protection of the site and safety of the public while the display is being set up and during the show.
- F. The Borough is looking for events made up of an estimated 20% 3in. shells, 45% 4in shells, 20% 5in. shells, 10% 6in. shells, & 5% 8in.shells.
- G. If the Contractor claims that any instructions given him involve extra cost, he shall, within five (5) days after receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Borough of Naugatuck stating clearly and in detail, the basis of his objection. No such claim shall be valid unless so made.
- H. The bidder will provide a display following the specifications included for the amount of twenty thousand dollars (**\$20,000**). The bid must include a breakdown of the show to be provided by shell size, number, type, length of each series, complete description of finale, and any other information. In conformance with the description of the program he/she will provide which is more particularly described in Section A or Item F this section.
- I. The Borough of Naugatuck will be utilizing The Elm St. Lot, east of the railroad tracks with viewing at the Breen Field Park and in the downtown areas. It shall be the responsibility of the bidder to acquaint himself with the site and develop a display that will be appropriate to the site selected and the viewing locations proposed.
- J. It shall be the responsibility of the bidder 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 and transportation and storage of fireworks and special effects.
- K. The bidder must have performed approved displays in the State of Connecticut in each of the previous three (3) years and shall furnish references from name and phone number to contact must be included with bid proposal.

- L. The bidder shall complete the state permit form and include the name, address, and state police certificate of competency number of the person who will fire the display.
- M. Due to visibility constraints at the site shells less than three (3) inches will not be accepted.**
- N. Mortar size shall not exceed Eight (8) inches in order to conform to distance requirements at the shooting site.**
- O. The display is to be set for **above ground fire in approved containers**. Containers shall conform to all state regulations and are subject to approval. **All shoot containers are to be provided by the bidder.**
- P. The fireworks finale shall be fired electronically and not manually lit.**
- Q. The awarded bidder shall arrange in advance, a time of the day of the shoot to inventory the display with the Fire Marshal and the Recreation Director.
- R. State of Connecticut permit attached must be properly completed and submitted with bid documents. Failure to include the permit may result in disqualification from the bid process.
- S. Should the program be canceled by the Fire Marshal because of weather or any other reason on both July 3, 2023 and July 7, 2023, and there is no other date that is mutually agreed upon no payment shall be owed the undersigned by the Borough of Naugatuck.

REFERENCES

The Bidder is required to fill out the following form to enable the Borough to make inquiries and judge as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. Number of years the bidder has been in business: _____

2. List three (3) references of similar nature to the work described herein that the Bidder has completed, with name, address, and telephone number of a reference for each.

2. Has the Bidder ever failed complete work awarded; and if so, state where and why:

3. Does the Bidder plan to sublet any part of this work; and if so, give details:

Bidder Name: _____

Bidder Address: _____

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature

_____/_____/_____
Date

Printed Name of Person Signing Proposal

Name of Business

BOROUGH OF NAUGATUCK: INSURANCE REQUIREMENTS

1. Indemnification and Insurance

_____ ('The Contractor') shall indemnify, defend and hold harmless the Borough of Naugatuck, its officials, officers, employees and designees caused in whole or in part to the fullest extent permitted by law from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of the performance of this Agreement or due to the Contractor's negligence or willful misconduct or omissions of the Contractor or its employees, agents, subcontractors or representatives.

Prior to the commencement of the work, and until final completion and acceptance of the work, the Contractor shall procure and maintain the following types of insurance and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best Rating of A- (IX) or better. Such insurance will protect and indemnify the Borough of Naugatuck from all claims which may arise out of or result from the Contractor's obligations under this agreement, whether caused by the contractor or by a subcontractor or any person or entity directly or indirectly employed by the Contractor or by anyone for whose acts said Contractor may be liable.

- A. *Workers Compensation:* The Contractor shall provide workers compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000. Such policy shall contain a 'waiver of subrogation' in favor of the Borough of Naugatuck.

In addition to any other requirements related to worker's compensation insurance, if Contractor is a sole proprietor, a single member limited liability company or otherwise has no employees, Contractor shall maintain Worker's Compensation Insurance as if it were an "employer" as such term is defined in and in accordance with Connecticut's General Statutes.

- B. *Commercial General Liability Insurance:* The Contractor shall provide commercial general liability insurance policy that includes products, operations and completed operations as follows: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000.

The policy shall name the Borough of Naugatuck as an additional insured on a primary and non-contributory basis, as well as include a waiver of subrogation in favor of the Borough of Naugatuck. In addition, such policy shall contain a broad form contractual liability endorsement or similar wording within the policy form, if applicable.

- C. *Commercial Automobile Insurance:* The Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit. Such coverage shall also include hired and non-owned automobile coverage.

D. *Umbrella Liability Insurance*: The Contractor shall provide commercial umbrella liability with limits no less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate which shall be following form, without restriction or limitation, providing coverage over items (A), (B), (C), as noted above on a primary and non-contributory basis.

Prior to the issuing of any notice to proceed by the Borough of Naugatuck, the Contractor shall furnish the Borough of Naugatuck with Certificates of Insurance evidencing such insurance as set forth above. Said policies shall not be cancelled or permitted to lapse until final completion and approval of the performance of the work until ten (10) days after the Borough of Naugatuck has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated.

The Contractor shall advise all their insurers of the contract provisions regarding insurance. The failure of the Contractor to notify insurers of the contract provision shall not relieve the Contractor from its insurance obligations under the Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of this agreement and the Borough of Naugatuck retains the right to stop work until proper evidence of insurance is provided.

This document must be signed by an owner or officer of the company.

Signed by Contractor: _____ Date: _____

Printed Name of Contractor: _____ Title: _____

Address of Contractor: _____

Signed by *Borough of Naugatuck*: _____ Date: _____

Printed Name of *Borough of Naugatuck*: _____ Title: _____