VILLAGE OF GURNEE, ILLINOIS REQUEST FOR PROPOSAL COMMUNITY FIREWORKS DISPLAYS FEBRUARY 2, 2018

I. PURPOSE OF REQUEST

The Village of Gurnee ("Village") is requesting fixed price proposals for the purpose of providing one (1) community fireworks displays for 2018, 2019 and 2020. The displays will be held at Viking Park (4363 Old Grand Avenue, Gurnee, IL) on or about the following dates:

• August 11, 2018; August 10, 2019; and August 8, 2020

The Village's needs are outlined in the following Request for Proposal ("RFP"). The selected firm will be issued a 3 year contract for services.

II. TIME SCHEDULE

The Village anticipates the following timeline:

Issue RFP	February 2, 2018
Deadline for Submittal of RFP's	February 28, 2018
Village Board Meeting for Approval	March 19, 2018
Notify Firm	March 20, 2018

III. BACKGROUND INFORMATION

The Village of Gurnee is located in central Lake County approximately 38 miles north of the City of Chicago and eight miles west of Lake Michigan. The Village covers thirteen and a half square miles. The Village provides a traditional mixture of municipal services including policing, fire and emergency medical services, street and utility system maintenance, public works engineering, zoning and building safety and administrative services.

The Village is seeking to contract with a fireworks contractor to hold the annual fireworks display on the Saturday night of the Gurnee Days event. This annual celebration is typically held during the second full weekend in August and, in addition to the fireworks display, features carnival a parade, rides, food and vendor booths, contests, talent shows, a 10k run/walk and live entertainment. The firework displays is fired from Viking Park (map attached as **Appendix B**) and, due to the layout of the grounds, viewing of the displayed is limited to the interior of the park. Roughly 5,000 residents attend this event. The Village has tentatively budgeted up to \$15,000 for the 2018 event.

IV.VILLAGE OF GURNEE CONTACT PERSON

The contractor's principal contact with the Village of Gurnee will be Mr. Jack Linehan, Assistant to the Village Administrator. The direct line to Mr. Linehan is (847) 599-7514. He may also be received via e-mail at jlinehan@village.gurnee.il.us.

V. INSTRUCTIONS TO PROPOSERS

A. All proposals should be sent to:

COMMUNITY FIREWORKS DISPLAY Village of Gurnee Attn: Assistant to the Village Administrator 325 N. O'Plaine Road Gurnee, IL 60031

- B. All proposals must be in a sealed envelope and clearly marked in the lower lefthand corner: "RFP Community Fireworks Display".
- C. All proposals must be received by 3:00 p.m. CST on February 28, 2018. An authorized representative must sign all proposals in ink. Two print copies of the RFP must be presented. No faxed, emailed or telephone proposals will be accepted.
- D. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. will be accepted. However, emphasis should be on completeness and clarity of content.
- E. Village staff from the Administration Department and Fire Prevention Bureau will forward a recommendation to the Gurnee Village Board. The Village Board will then approve or deny the committee's recommendation at the regular meeting to be held Monday, March 19th. The Village will notify all participating companies of either the acceptance or denial of their bid on Tuesday, March 20th.

VI. PROPOSAL SUBMISSION REQUIREMENTS

The following information is to be submitted as part of the proposal. Three (3) copies of the proposal are to be provided. Other material may be attached as deemed appropriate, including documents related to any special features or services offered by the bidder. However, the proposal is to be organized as follows:

- A. **Letter of Introduction**: The bidder shall include in this letter at least the following information:
 - a. A general overview of the bidder's company.
 - b. The bidder's experience with similar projects.
 - c. The names of the individuals who will be assigned to work on this project and their areas of responsibility.
- **B.** Proposed Project Schedule: The bidder shall include a proposed outline of tasks, products and a full project schedule for the project. The estimated hours required to complete each task or product shall be given as part of the schedule.
- **C. Inclusive Budget:** The bidder shall provide an all-inclusive budget for the project based on the proposed project schedule.

- **D. References:** The bidder shall provide at least three (3) references with contact names, addresses, telephone numbers and e-mail addresses if available.
- **E.** Complete Shell Count Sheets: The bidder shall provide a full schedule of the number of shells of each size to be shot during the opening, main body and finale of the show. Counts shall be itemized using the Count Sheet attached as **Appendix A**. This information shall include but not be limited to a definitive list of the size and number of shells to be fired as well as their origin, color and any unusual features they may have and any visuals and explanation that assist in describing the show. Should any Class "C" pyrotechnic devices be utilized, they shall be similarly itemized.
- **F. Video Demonstration:** The bidder shall provide a video demonstration of the show being proposed (or a substantially similar one). Videos may be submitted by DVD or jump drive. If the show is substantially similar, the bidder shall note any major differences from the proposed show.

The Village of Gurnee will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

VII. SELECTION CRITERIA

- A. The Village shall use an evaluation matrix composed of the following components:
 - a. **Cost** (50 points): The Village's primary consideration will be the total number of shells received for the show's budget.
 - b. **Experience and Qualifications of the Firm** (20 points): The Village shall consider each firm's prior experience with projects of a similar nature and scope as well as overall background and history.
 - c. **References** (20 points).
 - d. Length of the Show (5 points).
 - e. Overall Show Quality (5 points).

IV. COMPENSATION

- A. Conditions of Payment: Payment by the Village for services rendered shall only be made after the services have been successfully performed. The successful contractor shall submit to the Village an itemized statement containing the cost of materials, labor (as itemized by employee) and other miscellaneous charges. Payment shall be made only after the invoice is approved by an authorized Village representative and may be subject to approval by the Gurnee Board of Trustees prior to final payment.
- B. **Penalty Clause:** The successful bidder shall be subject to an onsite shell audit prior to the show at the Village's sole discretion. If any shortage is discovered during the audit OR if any fireworks are defective, the following penalties shall apply:
 - a. 0-5% defective or shortage: 0% deduction
 - b. 6-10% defective or shortage: 10% deduction
 - c. 11 50% defective or shortage: 25% deduction
 - d. Over 50% defective or shortage: 50% deduction

V. TERMS AND CONDITIONS.

A. **Right to Reject Any and All Proposals**: The Village reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.

- B. **Clarification of Information**: The Village reserves the right to request clarification of information submitted and to request additional information from any proposer.
- C. **Right to Award Contract to Next Most Qualified Contractor**: The Village reserves the right to award any contract to the next most qualified contractor, if the successful contractor does not execute a contract within thirty (30) days after the award of the proposal.
- D. **Withdrawal of Proposals**: Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to sell to the Village, the services described in the attached specifications, or until one or more of the proposals have been approved by the Village administration, whichever occurs first.
- E. **Contract Resulting**: The contract resulting from acceptance of a proposal by the Village shall be in a form supplied or approved by the Village Board, and shall reflect the specifications in this RFP.
- F. Amendments to Scope of Services: The Village may elect to amend the scope of services of the contract at any time. If any order causes an increase or decrease in the cost of or time required for the performance of any part of the work under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. However, the successful bidder is not obligated to comply with any order unless and until the parties reach agreement as to an equitable adjustment, and same shall be reflected as an amendment to the contract.
- G. Continuation of Contract: The continuation of any financial obligation beyond the Village's current fiscal year (May 1 through April 30) is subject to and contingent upon sufficient funds being appropriated, budgeted or otherwise made available by the Village. The Village may terminate the entire contract or portions thereof and the contractor waives any and all claims for damage, effective immediately upon receipt of notice, if for any reason the Village's funding is not appropriated, withdrawn or limited.
- H. **Unforeseeable Circumstances**: In the event of any unforeseen circumstances which significantly delay or cancel the display on the designated day, no display will be held that year. Both of the Village's and the contractor's obligations under the contract resulting from this bid document shall be null and void for the remainder of that fiscal year.
- I. **Technical Conditions:** The successful contractor shall be required to follow the technical fireworks display guidelines established by the Village's Fire Marshal. The guidelines for the Gurnee Days display shall include but not be limited to the following:
 - a. The display must comply with the National Fire Protection Association Code (NFPA) 1123, Code for Fireworks Display.
 - b. The display shall not contain any shell larger than six (6) inches in accordance with the distant requirements of the National Fire Protection Association Code (NFPA) 1123, Code for Fireworks Display.
 - c. The display must be electronically fired.
 - d. No subcontractors may be used to set up or fire the display.
 - e. Reloads are not permitted.
 - f. The contractor must complete a site visit with the Gurnee Fire Department and Gurnee Park District prior to execution of the contract.

g. Any additional requirements as decided by the Fire Prevention Bureau.

VII. SCOPE OF SERVICES

The Village anticipates that the successful contract shall perform each of the following services:

- A. The contractor shall be prepared to hold the display at around 9:25 p.m. on the specified dates at Viking Park, Gurnee, Illinois.
- B. The full display should no less than 25 minutes and no longer than 30 minutes.
- C. The contractor shall provide all necessary clean up of combustible materials and/or shells before and following the display.

VIII. INSURANCE

The successful contractor shall carry as a minimum for each event, the following insurance in such forms and with such carriers who have a rating which is satisfactory to the Village:

- A. Commercial general liability insurance of at least \$5,000,000, naming the Village of Gurnee, Warren Township High School District #121, and the Gurnee Park District as additional insureds must be provided before signing of contract.
- B. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Illinois; with combined single limits of liability not less than \$3,000,000 for bodily injury, including personal injury or death, products liability and property damage.
- C. Automobile liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage.

Contractor shall provide a certificate of insurance and a copy of additional insured endorsement concurrent with the execution of a contract with the Village, evidencing such coverage and, at Village's request, furnish the Village with copies of all insurance policies and with evidence of payment of premiums or fees of such policies.