

# **TOWN OF ARLINGTON**

*TOWN OF ARLINGTON  
P.O. Box 507  
ARLINGTON, TENNESSEE 38002*

**Mike Wissman, Mayor  
Cathy Durant, Town Administrator  
Brittney Owens, Town Recorder, CMFO**



## **REQUEST FOR PROPOSAL**

**RFP # FY2018**

**DUE: March 26, 2018, no later than 2:00 p.m. (CST)**

## **FIREWORKS DISPLAY**

The Town of Arlington is soliciting written proposals, on a competitive basis from qualified companies or professionals to provide a Town Fireworks Display.

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## I. INTRODUCTION

The Town of Arlington (the “Town”) is seeking proposals from qualified vendors to provide a Fireworks Display on the evening of June 30, 2018 as described in this RFP as the “Services”. This Request for Proposal (“RFP”) is being released to invite professional and qualified companies to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with Town of Arlington for the Services outlined in this RFP. In this RFP, the terms Proposer and Contractor are used interchangeably unless the context indicates otherwise.

## II. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Have at least five (5) years previous experience (minimum) and be in the regular business of providing Fireworks Display and pyrotechnic shows of similar size or greater.
2. Have sufficient, competent and skilled staff to perform the Services as required.
3. Provide all necessary equipment, pyrotechnic materials, supplies and tools to provide the Services.
4. Have all necessary and required permits to conduct fireworks display and pyrotechnic shows.
5. Have all required license(s) and be qualified to buy, possess, transport and fire the proposed pyrotechnic devices as described in this RFP.
6. Have business or municipal references for firework or pyrotechnic displays similar to the size and scope of this RFP. “See Exhibit D” Note: **References for indoor or stage displays will not be acceptable.**
7. Be an equal employment opportunity employer and abide by Title VI guidelines.
8. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).
9. A 100% performance bond of the annual budgeted amount will be required for this project.

## III. CORRESPONDENCE

Respondents requesting additional information or clarification are to contact Mrs. Brittney Owens **in writing** at [bowens@townofarlington.org](mailto:bowens@townofarlington.org) or at Town of Arlington, P.O. Box 507 Arlington, TN 38002.

Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be March 23, 2018 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

#### IV. PROPOSAL SCHEDULE

All proposals must be received at the address listed above no later than **March 26, 2018 @ 2:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered.

- The Town of Arlington, Tennessee is issuing this RFP on March 12, 2018.
- Deadline to submit additional written questions – Proposers may submit written questions via email as to the intent or clarity of this RFP until noon on March 23, 2018. Responses will be given within 24 hours.
- Submission of Proposal – **ALL PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION NO LATER THAN MONDAY, MARCH 26, 2018 AT 2:00 P.M. CST.** Proposals received after this deadline will not be accepted. The date and time received will be recorded on each proposal. Proposals must be addressed and delivered to the address listed within this RFP packet.
- Evaluation of Proposal and Notification of Award – An evaluation team will review and make a selection as described in Section X: Evaluation and Award.
- Services to be performed on June 30, 2018. (**A 100% performance bond is required.**)

The Town may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

#### V. PROPOSAL CONDITIONS

**A. Contingencies** - This RFP does not commit the Town to award a contract. The Town reserves the right to accept or reject any or all proposals if the Town determines it is in the best interest of the Town to do so. The Town will notify all Proposers, in writing, if the all proposals are rejected.

**A. Modifications** - The Town reserves the right to issue addenda or amendments to this proposal.

**C. Proposal Submission** - To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

**D. Incurred Costs** - This RFP does not commit the Town to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

**E. Final Authority** – The final authority to award a contract rests solely with the Town of Arlington Finance/Purchasing Department and the Mayor and Board approval.

## VI. GENERAL REQUIREMENTS

**A. Background** – The Town of Arlington has an annual fireworks display called the Star Spangled Spectacular, in celebration of Independence Day. The event has musical entertainment and concessions, drawing an estimated crowd of 10,000. The evening ends in a spectacular firework show lighting up the sky. The event is held at the Arlington Sports Complex and the fireworks display is fired from the fenced Arlington Sports Complex baseball fields, 11307 Memphis Arlington Road.

**B. Project Time Frame** - The contract term and arrangement will be for the one (1) fireworks display on June 30, 2018. The Town will have the option to renew for three (3) additional fireworks displays for 2019, 2020 and 2021 at the same bid specifications. Renewal is contingent on an agreement of both parties, satisfactory performance of all criteria and subject to the availability of funds for each renewal period.

**C. Reservation of Rights** -The Town reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

**D. Selection Criteria** - Each response will be evaluated on the criteria outlined in Section VII of this document. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

## VII. SCOPE OF WORK

The Town of Arlington is seeking to establish a service agreement with the best qualified company that can provide and perform the Services including all necessary equipment, pyrotechnic materials, tools, delivery, permits, labor and supervision necessary to perform the fireworks display at the designated date and time at the set price. Each proposer must submit the details of service to be provided.

### A. General Requirements

The Contractor will have to meet all of the following general requirements of the contract:

1. The selected Proposer will comply with all Federal, state and local regulations applicable to providing the fireworks display including any requirements under NFPA 1123, 1124 and 1126 latest edition. Any required permits must be obtained by the selected Proposer as needed for the scheduled display.
2. The selected Proposer will allow adequate time for the Town of Arlington Fire Marshall to inspect equipment and materials during setup and again upon completion of the setup but well prior to the firing time.

3. The selected Proposer will perform all reasonable and necessary safety precautions to ensure the safety of the Vendor's personnel and the viewing public.
4. The selected Proposer will be responsible for the safe storage and security of the equipment and the fireworks at all times while on Town property.
5. After the fireworks display is completed, the staging and launching area must be cleared of all spent shells, pyrotechnic fragments, and other debris prior to leaving the area. All collected debris and other spent pyrotechnic materials must be properly disposed by the selected Proposer.
6. The Town of Arlington fully intends to have the complete performance of the fireworks display as scheduled on June 30, 2018, with no plans for an alternate display date, unless in the case of severe weather where safety is a factor. Proposers must clearly describe the conditions or events that would prevent the performance of the fireworks display at the scheduled time.

**NOTE: UNEXPECTED MALFUNCTION**

**In case of an unexpected malfunction in the shooting of the Fireworks display/show on the scheduled night of the event, the Proposer must provide the Town with a *back-up plan to shoot the show in a timely manner* on the scheduled night including a plan to keep the Town informed on the proposer's intent on the scheduled night of the event.**

7. The Town recognizes that the Proposer has invested unrecoverable labor and overhead in a planned show that is not performed. If the fireworks display cannot be performed on the specified date, Proposers must provide details about the amount of the monetary credit that will be allowed against the price for the Fireworks Display in the following year (if the Town elects to exercise the renewal option).
8. Performance Bond - The successful vendor will be required to furnish a performance bond equal to one hundred percent (100%) of the bid price (the first-year budgeted amount is \$15,000). The company issuing the bond must be licensed to do business in Tennessee. The bond will be provided after contract is awarded and "Notice to Proceed" has been issued. **Note: If the contract is renewed, a performance bond will be required with each renewal.**

**B. Specific Requirements**

The Contractor will have to meet all of the following specific requirements of the contract:

1. Selected Proposer will provide a professionally developed, electronically fired fireworks (pyrotechnics) display at the above-specified time and location. The

- Proposer will present a very colorful, high quality show; duration of the display shall be a minimum of 13 to 15 minutes.
2. The selected Proposer will provide a turn-key fireworks display including all pyrotechnic materials, supplies, power generators, labor, supervision, delivery, general site clean-up of the launch area, and proper disposal of spent shells or debris.
  3. Pyrotechnics will include 2.5" shells and up to a maximum of 4" shells, due to proximity of other uses, as well as a mixture of multi shot cakes, candles, strobes, fountains and/or finale boxes. Proposers will submit a detailed list showing the minimum number and size of the shells to be included in the display performance, as well as any other materials / effects to be used.
  4. The Town of Arlington intends for the fireworks display to be scripted to music by the selected Proposer. The music will be selected and provided to the Town and will be simultaneously broadcast over a public sound system that the Town provides in the primary spectator area. The selected music and media (CD) shall be provided to the Town no less than 1 month prior of the event for approval. All Proposers will describe their method or process for scripting their fireworks display to the selected of music.
  5. By submitting a proposal, the Proposer represents (1) that he has visited and inspected the site and surrounding area, and (2) that the site is acceptable for safely launching/firing the pyrotechnics required for the proposed fireworks display.
  6. The Town of Arlington is seeking a creative, high quality display for the budgeted price. Any unique or creative features included with your proposed fireworks display should be identified.

## **VIII. CONTRACT REQUIREMENTS**

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

### **A. General Requirements**

1. Control. All services by the Contractor will be performed in a manner satisfactory to the Town, and in accordance with the generally accepted business practices and procedures of the Town.
2. Contractor's Personnel. The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Contractor. The Contractor further certifies that all of its employees assigned to serve the Town shall have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of the Town, is incompetent, or

whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the Town. The Contractor will be an independent Contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give Town the right to direct the Contractor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means that the Contractor will follow the desires of the Town only as to the intended results of the scope of this Contract. (b) It is further expressly agreed and understood by Contractor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the Town-; that the Contractor has been retained by the Town to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the Town by the Contractor for services performed shall be on the Contractor's letterhead.
4. Termination or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the Town determines that either the Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting. (b)The Town may terminate the Contract upon five (5) days written notice by the Town or its authorized agent to the Contractor for Contractor's failure to provide the services specified under this Contract. (c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination. (d) All work accomplished by Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the Town prior to payment for services rendered.
5. Subcontracting, Assignment or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No

subcontracting, assignment, delegation or transfer shall relieve the Contractor from performance of its duties under this contract. The Town shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or sub-Contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict of Interest. The Contractor covenants that neither the Mayor, nor any Alderman, nor any other Town official or employee holds a direct or indirect interest in the Contract. The Contractor also covenants that it has no public or private interest and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the Town as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor to the Contractor in connection with any work contemplated or performed relative to this Contract.
7. Covenant Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Town will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.
8. Employment of Town Workers. The Contractor will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the Town. Note: The Town of Arlington Fire Marshall is expected to act as a consultant, and not as an employee.
9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor and the Town will be referred to the Town Recorder or his/her duly authorized representative, whose decision regarding same will be final.
10. General Compliance with Laws. (a) If required, the Contractor shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract. (b) The Contractor is assumed to be familiar with and agrees that at all

times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation. (c) This Contract will be interpreted in accordance with the laws of the State of Tennessee.

11. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall upon request show proof of such nondiscrimination and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.
12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
15. No Waiver of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in

this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters to Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
17. Subject to Funding. This Contract is subject to annual appropriations of funds by the Town. In the event sufficient funds for this Contract are not appropriated by the Town of Arlington for any of its fiscal periods during the term hereof, then this Contract will be terminated. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
18. Incorporation of Other Documents. (a) Contractor shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Town of Arlington Request for Proposal and incorporated herein by reference. (b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposal or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.
19. Waiver of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to Town by the Contractor, Contractor understands and acknowledges that the Town of Arlington is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to Town by Contractor due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.
20. Organization Status and Authority. (a) Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary. (b) The execution, delivery and performance of this Contract by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any

order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

21. Warranty. Contractor warrants to the Town that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.
22. Rights in Data. The Town of Arlington shall become the owner, and the Contractor shall be required to grant to the Town, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the Town's name, to use any deliverables provided by the Contractor under this Contract, regardless of whether they are proprietary to the Contractor or to any third parties.

**B. Indemnification and Insurance Requirements.**

1. Responsibilities for Claims and Liabilities. (a) Contractor shall indemnify, defend, save and hold harmless the Town, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Contractor its sub-Contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract. (b) Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the Town or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided. (c) The Town has no obligation to provide legal counsel or defense to the Contractor or its sub-Contractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Contractor as a result of or relating to obligations under this Contract. (d) Except as expressly provided herein, the Town has no obligation for the payment of any judgment or the settlement of any claims against the Contractor as a result of or relating to obligations under this Contract. (e) Contractor shall immediately notify the Town, c/o Town of Arlington Finance Department, PO Box 507, Arlington, TN 38002, of any claim or suit made or filed against the Contractor or its sub-Contractors regarding any matter resulting from or

relating to Contractor's obligations under this Contract and will cooperate, assist and consult with the Town in the defense or investigation thereof.

2. Insurance Requirements. Contractor will provide evidence of insurance coverage as required for and shall provide and maintain the following:

**Contractor shall maintain coverage with limits no less than:**

- *Commercial General Liability and Professional Liability Insurance – Fireworks or Pyrotechnics' Liability* - Coverage shall be written on an occurrence basis and not less than \$5,000,000. Town of Arlington, its elected officials, appointees, employees, and members of boards, agencies or commissions shall be named as additional insured. The insurance shall include coverage for the following:
  - a) Premises/Operations
  - b) Explosion, Collapse, & Underground
  - c) Products/Completed Operations
  - d) Contractual
  - e) Independent Contractors
  - f) Broad Form Property Damage
  - g) Personal Injury
  - h) Jobsite Pollution Coverage
- *Business Automobile Liability Insurance* - \$5,000,000 each accident for property damage and personal injury. Transportation and Pollution coverage is to be included. Coverage is to be provided on all:
  - a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
- *Workers Compensation and Employers' Liability Insurance* with minimum limits of \$1,000,000 each accident. Coverage is to include sole proprietors, partners, and officers regardless of requirement by statute. Certificate of Insurance shall indicate that these individuals are covered. Contractor waives its right of subrogation against Town of Arlington for any and all workers' compensation claims.
- *Employee Dishonesty Coverage* –Coverage for contractor and its employees for dishonest acts against the Town- and its elected officials, appointees, employees, and members of boards, agencies or commissions – minimum of \$10,000 per occurrence.

All insurance policies maintained by the Proposer/Contractor shall provide that insurance as applying to Town of Arlington shall be primary and non-contributing irrespective of such

insurance or self-insurance as Town of Arlington may maintain in its own name and on its own behalf.

**C. Right to Monitor and Audit**

Access to Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the Town, to enter Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the Town or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

**IX. PROPOSAL SUBMISSION**

**A. General**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 2:00 pm (CST) on March 23, 2018, at Town of Arlington Town Hall, P.O. Box 507, Arlington, TN 38002.**
5. Proposer agrees to provide Town with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the Town- to verify all information contained in the proposal. Failure to comply with any request for additional

information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

**B. Proposal Presentation**

1. One (1) original copy (clearly identified as original) and three (3) copies of the proposal are required.
2. The package containing the original must be sealed and marked with the Proposer's name and **"FIREWORKS DISPLAY, RFP #FY2018" with due date and time indicated.**
3. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be corrected after being opened. The Town will not be responsible for errors or omissions on the part of Proposers in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Contractor's proposal.

**C. Proposal Format**

Response to this RFP must be in the form of a proposal package that must be submitted in the following format:

1. Comprehensive Response
  - a. Outline of how respondent can meet or exceed the minimum requirements
  - b. A detailed description of the approach for accomplishing the services. The proposal must include a back-up plan in case of malfunction.
  - c. **Exhibit A** Proposer Qualifications must be submitted with the proposal
2. Cost and Fees - Budget - \$15,000; (all of the money to be spent)
3. References - (three required) **Exhibit B** must be submitted with the proposal.
4. Drug and Alcohol Testing Acknowledgment Statement and Affidavit – **Exhibit C** must be submitted with the proposal

## **X. PROPOSAL EVALUATION AND AWARD**

### **A. Evaluation Process**

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
  - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
  - c. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
    - Qualifications of personnel.
    - Ability to present a clear understanding of the nature and scope of the project.
    - Project methodology and quality of show design.
    - Previous experience with similar or larger size projects.
    - Adherence to the cost to the Town of Arlington as outlined in the set budget. (\$15,000)
2. Due to the wide range of visual quality in a fireworks presentation, the selection of the successful Proposer will be based on a subjective evaluation of the proposed fireworks display and a review of the Proposer's industry qualifications and references for previous displays.
3. During the selection process, significant weight is given to the level of satisfaction expressed by the provided references and based on the Town's own inquiries regarding the proposer's perceived industry reputation.
4. A video or graphic demonstration of the proposed fireworks display or the proposer's previous work can be submitted with the Proposal as an example of the type and quality of display to be performed.
5. Proposer should provide details about any unique or creative features included in the proposed fireworks display.
6. Final selection will be based on determination of which proposal best meets the needs of the Town of Arlington and the requirements of this RFP and the set price.

**B. Award of Contract**

The selection and award will be based upon qualification criteria as deemed by the Town, determined by the overall evaluation and approval by the Mayor and Board of Alderman.

A contract will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The Town reserves the right to negotiate any portions of the successful Proposer's fees and scope of work or utilize their own resources for such work.

End of Specifications

## EXHIBIT A

### TOWN OF ARLINGTON FIREWORKS DISPLAY

#### PROPOSER QUALIFICATIONS & REFERENCES

All Proposers for these services must have adequate industry and professional qualifications, and all necessary licensing, to provide fireworks or pyrotechnic displays according to the RFP.

The Town of Arlington will confirm the below qualifications and references prior to awarding the contract.

1. Proposers must be in the regular business of performing large commercial or municipal firework displays for at least five (5) continuous years.
2. All personnel performing the pyrotechnic display services must be licensed by the State of Tennessee have reasonable training and/or experience with the necessary equipment and materials used to provide services.
3. The bidding company, and the individual personnel as applicable, must possess all the licenses or permits required to buy, possess, transport and fire pyrotechnic devices used in the fireworks display.
4. Proposers must show evidence that they possess adequate equipment, materials and resources to perform the fireworks display in a professional fashion at the specified time.

Number of continuous years in the fireworks display business: \_\_\_\_\_

Number of Employees: Full-Time: \_\_\_\_\_ Seasonal/Part-time: \_\_\_\_\_

Number of separate fireworks displays in 2017 priced over \$10,000: \_\_\_\_\_

Single largest fireworks display performed by Proposer in 2017: \_\_\_\_\_

Name or Description of Display: \_\_\_\_\_

Describe any specialized electronic equipment used to fire your display: \_\_\_\_\_

\_\_\_\_\_  
Name of the pyrotechnic specialist and shooter planned for this proposed display (including qualifications, licensing and credentials):

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

**EXHIBIT B**

**TOWN OF ARLINGTON FIREWORKS DISPLAY**

**DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND AFFIDAVIT**

Comes, \_\_\_\_\_ for and on  
(Printed name of Principal Officer of Company)

behalf of \_\_\_\_\_,  
(The "Company") and makes oath that:

(A) The Company understands that it must have a drug and alcohol testing policy at least as stringent as that of the Town of Arlington; and

(B) The Company has, in effect, a drug and alcohol testing policy at least as stringent as that of the Town of Arlington.

Attached hereto is a summary of the relevant portions of the Company's drug and alcohol testing program or a complete copy thereof.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title:

Sworn to and subscribed before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

## EXHIBIT C

### TOWN OF ARLINGTON FIREWORKS DISPLAY

#### REFERENCES

References for three similar-sized and type of fireworks displays, performed in the last 12 months, preferably located in the Arlington, TN geographical region:

1. Reference Name: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

2. Reference Name: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

3. Reference Name: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

Note: This Qualifications & References sheet must be returned with the Bid.