



Request for Proposals Grand County July 4, 2011 Fireworks Display

RESPONSES DUE:
April 7, 2011
2:00 p.m. (MST)

RFP QUESTIONS & SUBMITTALS:

Diana Carroll, Clerk/Auditor
Clerk's Office
125 East Center Street
Moab, UT 84532
(435) 259-1322
dcarroll@grand.utah.gov

SCOPE OF SERVICE QUESTIONS:

Melinda Brimhall
County Council Administrator
125 East Center Street
Moab, UT
(435) 259-1347
melindabrimhall@grand.utah.gov

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for the **Fireworks Display**, and may not be the same as previous Grand County solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting.

IMPORTANT NOTICE TO ALL RESPONDENTS: *Grand County reserves the right to disqualify incomplete proposals, waive minor defects as it deems applicable in the written proposals, request additional information from any respondent, change or modify the scope of the project at any time without penalty, negotiate terms with one or more of the respondents, reject any or all proposals without penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work. Proposals will not be considered for award if received by Grand County after the official closing date and time.*

PART I- SCOPE OF SERVICES.

SCOPE. To provide a July 4th fireworks display with full services, including, but not limited to all costs, expenses, materials, delivery, set up, staging, permitting, property use approvals, clean-up and interfacing with appropriate authorities including the Fire Department. Weather permitting, these services shall be provided on July 4th, 2011 at or near dark. Grand County has budgeted \$17,000 for this event and the total cost for this event shall not exceed that amount.

The fireworks display shall consist of at least an 18 minute continuous period of assorted firework shells, false finale, and grand finale.

It is the intent of this Request for Proposals to set forth the minimum acceptable requirements for responses to this request.

If, on July 4, weather conditions (such as wind, hail, or rain) exist that are not conducive to a safe fireworks display, then these services shall be provided on an agreed upon rain date.

PART II- RESPONDING TO RFP.

To be considered, send three (3) copies (one original and two copies) of the sealed proposal to:

Grand County Clerk/Auditor's Office
ATTN: Fireworks RFP
125 E. Center Street
Moab, UT 84532

Responses are due Wednesday, April 7, 2011, no later than 2:00 PM. Any Response, modification, or amendment received after the due date and time is late will not be accepted. No electronic Responses (facsimile, e-mail, etc.) will be accepted.

Proposals shall be opened by a representative from the Clerk/Auditor's Office and a witness in private after the deadline has passed. The amount of each proposal, the number of respondents, and any other relevant information shall not be made public until after the negotiation process has concluded.

INSTRUCTION FOR RESPONDING TO THIS RFP: It is incumbent upon each respondent to carefully examine these specifications, terms and conditions contained in this RFP. Any clarification or additional information shall be made in writing to the appropriate person called out on the cover page. When appropriate the County will respond through written means.

If it becomes necessary for the County to revise or amend any part of this RFP, notice will be given to all respondents who are registered when receiving this RFP. To register please send an email to melindabrimhall@grand.utah.gov with contact information

sufficient to forward any amendment. Respondents must acknowledge receipt of the amendment in their proposal. Each Respondent should ensure that they have received all amendments to this RFP before submitting their proposal; please check the Grand County website at www.grandcountyutah.net for any amendments.

Information that shall be submitted includes:

1. **Qualifications and Contact Information:** Please provide detailed contact information for your business and contact person, including phone, email, website, etc. Describe, in sufficient detail the business experience providing fireworks displays, expertise and include a brief history of the business.
2. **Display Length:** Describe in detail the length of the main show, the false finale, and the grand finale.
3. **Shell Assortment:** Describe, in sufficient detail, the shell assortment, count and size.
4. **Firing Technique:** Describe how the fireworks will be fired, electrical or hand. Preference may be given to electrical firing.
5. **License:** Include a copy of the Proposer's valid Utah State business license and certified pyrotechnics certificate. Applicant may be required to obtain a Grand County Business License.
6. **References:** Include names, addresses and contact persons of at least three (3) similar clients with whom the Proposer has provided similar services. The County may contact such persons.
7. **Proposed Approach:** Describe, in sufficient detail, how the Proposer plans to provide the Services (techniques, timing, display, etc.) and any other information the Proposer considers relevant.
8. **Price:** Detail the proposed all-inclusive fee for the Services which includes, but is not limited to, all costs, materials, expenses, supplies, permits, bonds, insurance, etc.
9. **Rain Date:** Provide an alternate date should inclement weather prohibit the fireworks display on the 4th of July.
10. **Disciplinary Actions:** Summarize any notices, disciplinary actions, and suits by or against Proposer or related entities during the past three (3) years.
11. Submission of **FORM 1 Public Records Law** (attached).
12. Submission of **FORM 2 Cost Breakdowns** (attached). The Respondent must provide a proposal of the work to be completed and include the maximum cost for the service.

PART III- SELECTION PROCESS.

Each proposal will be reviewed by a selection committee that may include but is not limited to elected officials, County staff members, and invitees of the County. The committee will evaluate the written proposals and rank each proposal on the considerations noted in the RFP. The committee may request the top Respondents to attend an interview and provide additional information to the committee. The selection committee will forward a recommendation and draft contract to the Grand County Council for awarding of the contract. Evaluation criteria will include the following:

- Compliance with required information requested in the RFP.
- The duration of the display, size and type of shells, the number of shells.
- The business' recent experience with providing services of similar size and scope and the satisfaction of previous client(s).
- Licenses and certifications required to perform work within the state of Utah.
- Cost of service.
- All other criteria deemed pertinent by the committee in review of the proposals.

PART IV- REQUIREMENTS/STANDARDS GOVERNING RFP.

The following terms and conditions, including in Part IV- Requirements/Standards Governing RFP, shall govern the submission of proposals. Any conflict with the terms and conditions contained in Part IV- Requirements/Standards Governing RFP and Part V Contract shall be controlled by the stricter term or condition. The County reserves the right to reject any proposals which takes exception to the terms or conditions in Part IV or Part V of this document.

COMPLETING PROPOSALS: Proposals must be submitted with the required forms herein and all forms must be completed in accordance with the instructions. Any and all corrections and/or erasures must be initialed and dated by the respondent. Each proposal must be manually signed in ink by an authorized respondent and all required information must be provided. Each respondent may submit only one (1) proposal. The contents of the proposal submitted by the successful respondent will become part of any contract awarded as a result of this request.

CONFIDENTIALITY OF PROPOSAL INFORMATION: Each proposal must be securely sealed to provide confidentiality of the proposal information prior to the proposal opening. The submitted proposal envelope must be prominently marked in the lower left hand corner "Fireworks RFP." Failure to mark proposal envelopes as required is cause for proposal rejection as the County may not consider proposals improperly marked that are inadvertently opened as routine correspondence prior to the time and date set for the proposal submission.

All proposals become public information after the proposal opening and are available for inspection by the general public in accordance with the Government Records Access and Management Act.

REQUEST FOR INFORMATION: Any request for clarification or additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to Grand County Council Administrator, 125 E. Center Street Moab, UT 84532. To be considered, any such request must be received in time to allow the County sufficient time to prepare and disseminate a written response. When appropriate, valid requests received in accordance with the foregoing will be responded to in writing from the County in the form of an addendum addressed to all prospective respondents.

ADDENDUM: All changes in connection with this request for proposals will be issued by the County's in the form of a written addendum. Signed acknowledgment of receipt of each addendum should be submitted with the proposal.

TAX EXEMPT: Grand County is exempt from federal and state taxes. DO NOT include taxes in the proposal.

CONDITIONAL PROPOSALS: Conditional proposals are subject to rejection in whole, or in part, at the sole discretion of Grand County.

LATE PROPOSALS AND MODIFICATIONS OR WITHDRAWALS: Proposals received after the date and time indicated on the cover sheet shall not be considered and shall be returned (unopened if sealed) if the respondent is identified on the proposal envelope. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the County prior to the proposal submission deadline. After proposal opening no changes in proposal prices or other provisions of proposals prejudicial to the interest of the County or fair competition shall be permitted.

PROPOSALS BINDING: All proposals submitted shall be binding upon the respondent if accepted by Grand County within ninety (90) calendar days of the proposal submission date. Negligence upon the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the submission of proposals.

NEGOTIATION: The County reserves the right to negotiate any and all elements of this proposal.

TIME LIMIT TO EXECUTE CONTRACT: The respondent must successfully execute a contract within the specified time after the County's notification to enter into contract. If the respondent fails to execute a contract within the required time, award to that respondent may be withdrawn and award made to the next highest rated respondent.

CODES AND REGULATIONS: All deliverables and work within the scope of this request shall be completed by the respondent in conformance with all applicable codes and regulations.

SAFETY: All practices and goods furnished as a result of this request shall comply with the federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environment codes.

NON-LIABILITY: The respondent shall not be liable for delay or failure to deliver services when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in Grand County's opinion, is beyond the control of the respondent. Under such circumstances, however, Grand County may cancel the contract if such action is deemed to be in the best interest of the County.

ASSIGNMENT OF CONTRACTUAL RIGHTS: Successful respondent shall not assign, transfer, convey or otherwise dispose of any contractual rights derived from this

quotation request or its right, title or interest in or to the same, or any part thereof, without the previous written consent of Grand County.

INVOICE: Invoices shall be prepared and submitted in duplicate to Grand County Clerk/Auditor's Office, 125 E. Center Street Moab, UT 84532.

COLLUSIVE PROPOSALS: The respondent certifies, by submission of a proposal, that their proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same products or services with prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Any evidence of collusion among respondents and prospective respondents acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the proposals of such respondent void.

CONFLICT OF INTEREST: The award hereunder is subject to provisions of Utah State statutes and Grand County ordinances and policies. All respondents must disclose with their proposal the name of any officer, director, or agent who is also an employee of Grand County, Utah. Further, all respondents must disclose the name of any Grand County employee who owns, directly or indirectly, any interest in the respondent's firm or any of its branches.

No person involved in making the award decisions may have personal investments in any business entity that will create a substantial conflict between their private interests and their public duties. Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for the person's own use or the use of benefit of any other person or organization from any person or organization interested in selling to the County.

DISCLAIMER OF LIABILITY: Grand County or any of its agencies will not hold harmless or indemnify any respondent for any liability whatsoever.

HOLD HARMLESS: The respondent agrees to protect, defend, indemnify, and hold the Grand County, and its officers, council members, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission, or negligent act of the respondent, its agents, employees or representatives, in the performance of the respondent duties under any agreement resulting from award of this proposal. The respondent further shall agree to investigate, handle, respond to, provide defenses for and defend any such claims, etc., even if such claim is groundless, false or fraudulent.

ANTI-DISCRIMINATION CLAUSE: No respondent on this proposal request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

ACCURACY OF PROPOSAL: Each proposal is publicly opened and is made part of the public record of Grand County's Clerk/Auditor's Office. Therefore, it is necessary that

any and all information presented is accurate and will be that by which the respondent will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail. If there is a discrepancy between the estimated quantities of work in a contract and actual quantities, the estimated quantities shall prevail.

PUBLIC RECORD: Grand County is governed by the Governmental Records Access and Management Act (except from exemptions allowed by state law). Information or data pertinent to the respondent's proposal and of a confidential nature must be bound and placed in a separate sealed envelope and included with each copy of the respondent's proposal. Grand County requests that a minimum amount of confidential material be used by the respondent in preparing responses to the proposal. Materials consisting merely of general descriptive information will not be considered confidential under any circumstances.

SUBSTITUTIONS: No substitutions will be accepted for goods proposed after award, without the prior approval of Grand County. Any substitutions allowed will be supplied at no more than the contract proposal prices.

DISCOUNTS: Any and all discounts must be incorporated as a reduction in the proposal price and not shown separately. The price as shown on the proposal shall be the price used in determining award or awards.

INCURRED EXPENSES: This proposal does not commit Grand County to make an award, nor shall the County be responsible for any cost or expenses which may be incurred by any respondent in preparing and submitting any offer, or expenses incurred by any respondent prior to the execution of a purchase order or contract agreement.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement. All specifications shall seek to promote overall economy and best use for the purpose intended and encourage competition in satisfying the County's needs.

LOCAL VENDORS. Where practical and reasonable, and within the scope of this article, Utah products and local vendors shall be given preference. Specifically, County Departments are encouraged to determine whether or not local merchants can meet prices quoted by out-of-county vendors. The purchasing agent is not required to purchase goods at the lowest price if there is an offsetting or added expense for travel, shipping, or other inconvenience associated with an out-of-County purchase.

NO WAIVER OF FUTURE RIGHTS: No provision in this document or in the respondent's proposal shall be construed, expressly or by implication, as a waiver by Grand County of any existent or future right and/or remedy available by law in the event of any claim or default or breach of contract.

BOND AMOUNTS. Upon the award of all construction contracts, the following bonds or security shall be delivered to the County: (a) A performance bond in an amount equal to 100% of the contract price; or (b) A payment bond in an amount equal to 100% of the contract price to serve as protection of all persons or companies supplying labor and/or material to the contractor or its subcontractors for the performance of the contract.

RFP DISCLAIMER. Grand County reserves the right to disqualify incomplete proposals, waive minor defects, as it deems applicable in the written proposals, request additional information from any respondent, change or modify the scope of the project at any time without any penalty, negotiate terms with one or more of the respondents, reject any or all proposals without a penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work.

SUSPENSION & TERMINATION. Through written notification the County may order an immediate suspension of work with or without cause. The contract may be terminated in accordance to the provision contained in the contract.

FORM 1 Public Records Law

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Upon selection of the award, submittals become “public records” and shall be subject to public disclosure consistent with the Governmental Records Management Act. Those who submit must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your proposal package is (are) exempt from the Governmental Records Management Act and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly. By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify Grand County, County Council, and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

FORM 2 Proposal Cost Breakdowns

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

I, _____ (Printed Name) on behalf of _____
_____ (Print Company Name), provide Grand County with this proposal and agree
to comply with Part IV- Requirements/Standards Governing RFP.

Signature: _____ Date:

Fireworks Contract Proposal

1. All services described in this RFP \$ _____

2. _____ \$ _____

Subtotal A (Not to Exceed Amount) \$ _____

Main total (Not to Exceed Amount) \$ _____