



City of Summerville

P. O. Box 180, Summerville, GA 30747

Phone: 706-859-0900

Web: <http://www.summervillega.org>

**CITY OF SUMMERVILLE
REQUEST FOR BID
FIREWORK SHOW 07/03/2024
RFB-2024-104-FIREWORK SHOW**

Sealed bids will be received by the City of Summerville, 120 Georgia Ave., Summerville, Georgia 30747 until **2:00 p.m.** on **4/03/2024** for Firework show on July 3, 2024. All bids must be good for 30 business days. All bids are subject to the provisions of the conditions outlined in this document. Bids shall be opened promptly at the council meeting the same day at 2:00 p.m. at the City Hall, Council Room, and their contents will be made public for the information of the Respondents, and others properly interested. The bid will not be awarded until the applicable designated city officials have had ample time to review each bid. Bids must be submitted in sealed envelopes with "RFB-2024-104-Firework Show" clearly marked on the outside of the envelope for easy identification by the City of Summerville. Any bids received later than the specified time will not be accepted/considered. The City will not be responsible for late submissions caused by the postal service, other carriers, or any other delivery problems regardless of the reason.

Bids submitted by USPS should be addressed to:

**City of Summerville
PO Box 180
Summerville, GA 30747
ATTN: PURCHASING AGENT**

Bids submitted by Federal Express, United Parcel Services, etc. and should be addressed to:

**City of Summerville
120 Georgia Ave
Summerville, GA 30747
ATTN: PURCHASING AGENT**

The City of Summerville reserves the right to engage in discussions with or request additional information from any or all responsible Respondents who submit bids which appear to be eligible for the award, for the purpose of clarification to assure full understanding of and responsiveness to the RFB requirements herein. In the event the City elects to negotiate a contract with the successful vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFB, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rest solely with the City. This solicitation does not commit the City of Summerville to award a contract/purchase order, to pay any costs incurred in the preparations of a bid, or to procure or contract for services. The City of Summerville reserves the rights to reject any and all responses, to cancel this solicitation, and to make an award deemed in its own best interest.

INSTRUCTIONS FOR BIDS:

All Bids must include:

1. Signed Bid
2. Signed Certificate of Non-Discrimination
3. Signed E-Verify Compliance Affidavit
4. Signed Save Compliance Affidavit
5. Request for Taxpayer I.D. Number (W-9)
6. Certificate of Insurance – Total Limits \$10,000,000.00

Signed Bids

All bids must be signed by an authorized officer or agent of the company submitting the bid and delivered in sealed envelopes to City Hall no later than the time and dates indicated above. Bids received after the time and date indicated above will not be considered. Faxed bids will not be accepted under any circumstances. The City will assume no responsibility for oral instructions or suggestions. All official correspondences in regard to the specifications should be directed to and will be issued by the designated City official. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Summerville shall not be legally bound by any amendment or interpretation that is not in writing. The City will rank, based upon the evaluation criteria, all responsible and responsive vendors.

The City will begin negotiations with the top-ranked vendor or vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized if any. The terms and conditions of the contract will be no less advantageous than the provisions of the RFB or the Vendor's bid. The City reserves the right to make a partial award or to split the award at its sole discretion.

DEFINITIONS:

Responsible Respondent means a respondent who has the capability in all respects to fully perform contract requirements and the integrity and reliability, which will assure good faith performance.

Responsive Respondent means a respondent who has submitted a bid, which conforms in all material respects to the Request for Bid.

CHANGES:

Any changes to the specifications in this request for bid package shall be in writing and an addendum will be distributed to all prospective respondents so each respondent can compete equitably.

Any changes in this request for bid after the purchase order/contract agreement has been awarded must be with the written consent of the designed city official or the City Manager; otherwise, the responsibility for such changes lies with the vendor.

INQUIRIES:

Questions concerning this Request for Bid (RFB) should be directed to the Purchasing Agent by email at lrowland@summervillega.org. The deadline for the submission of all inquiries is 3/29/2024. Any changes to the specifications in the bid package shall be in writing and an addendum will go out to all prospective respondents so each vendor can compete equitably.

AWARD OF CONTRACT:

Selection shall be made of one or more Respondents deemed fully qualified and best performing among those submitting bids. Negotiations shall be conducted with the Respondents so selected. Price shall be considered, but may not be the sole determining factor. After negotiations have been conducted with each Respondent so selected, the

City shall select the Respondent(s), which in its opinion, has made the best bid, and recommend that a contract(s) be awarded to the Respondent.

All contracts shall be in accordance with the laws of the State of Georgia. The City of Summerville may cancel this RFB; reject bids or any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular bid was not deemed to be the most advantageous.

EVALUATION PROCEDURE:

All bids will be evaluated and ranked by the City of Summerville. Negotiations and/or award of a contract may be initiated without further contact with the other Respondents.

BASIS FOR AWARD:

A committee consisting of the City of Summerville City Manager, Finance Director and Public Works Director will review RFB submittals and will make its recommendation. The Committee may make such reasonable investigation, as it deems proper and necessary to determine the ability of the Respondent to perform the work/services.

SELECTION PROCESS:

The City shall select the most qualified Respondent. Each response shall be subject to the same review and evaluation process.

PROTECTION AND DAMAGES:

The successful contractor shall without additional expense to the City, be responsible for all damages to persons or property that occurs as a result of the contractor's fault or negligence in connection with the execution of the work and shall be responsible for the proper care and protection of the work performed. Breakage or loss of equipment or other property, including that of a City employee, shall be repaired or replaced at the contractor's expense.

The successful contractor shall take all precautions necessary for the protection against injury of all persons engaged at the site in the performance of the work. The contractor shall observe all pertinent safety practices and comply with applicable safety regulations. i.e. (O.S.H.A.).

INDEMNIFICATION:

The City shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use of any property or assets resulting therefrom, arising out of resulting from the performance of the products or from the services, of which, the City is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from any job-related injury. The Contractor agrees to indemnify the City and pay the cost of the City's legal defenses, including the fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy. It is agreed by the parties hereto that specific consideration has been received by the Contractor under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS:

The successful respondent shall agree to hold harmless, indemnify and defend the City of Summerville, its agents, and employees from any claims for property damages or personal injury (including death resulting therefrom). Such claims are not limited to actual, consequential, incidental or punitive damages. Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the contract, the following types of insurance. Contractor must have as a minimum, the following insurance limits: a) Worker's Compensation and Employer's Liability Insurance, statutory limits; b) Comprehensive General Liability Insurance, a total of \$1,000,000 for each occurrence and \$2,000,000 in aggregate; c) Comprehensive Automobile Liability Insurance, \$1,000,000 Combined Single limit OR, \$1,000,000 Bodily Injury per Person/\$1,000,000 Bodily Injury per accident/\$1,000,000 Property Damage per accident; d) \$1,000,000 Commercial Umbrella policy.

SCOPE OF WORK:

The City of Summerville is seeking bids from qualified Vendors for Firework Show on July 3, 2024 at 10:00 pm. Address of set-up is 246 Vitality Lane Summerville, GA 30747.

MINIMUM REQUIREMENTS:

15 Minute show starting at 10:00 pm on July 3, 2024

Not to exceed \$22,000.00

There should be no large time gaps between shells.

The vendor will be responsible for the complete set-up and take down of the firework staging area.

The vendor will be responsible for cleaning up the firework site from all debris when the show is over.

MAIN BODY

Shell Size	Device	Quantity	Total
3"			
4"			
5"			
6"			
7"			
8"			
other			

MAIN BODY DEVICE TOTAL: _____

FINALE

Shell Size	Device	Quantity	Total

FINALE DEVICE TOTAL: _____

TOTAL DEVICE COUNT – MAIN BODY AND FINALE: _____

Vendor Requirements

- Vendor to have previous experience in large-scale fireworks display presentations.
- Vendor is to hold a valid federal pyro technicians license issued by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF).
- Vendor is required to provide security at staging area for equipment and product during pre-event setup and up through display execution and cleanup.
- Vendor must be available for providing the fireworks display on a back-up date.
- In the event the display is canceled for any reason, the vendor is responsible for securing product and equipment in the staging area. The vendor is also responsible for providing security needed for equipment, product and staging area until the display is executed on the back-up date.
- Services to be performed using one licensed pyrotechnic operator in connection with the handling or display of fireworks, combing the grounds for any live materials around the site immediately preceding the fireworks display, providing sufficient personnel at fireworks discharge site in order to ensure a safe public display, and obtaining all necessary licenses and permits.

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the vendor agrees as follows:

The vendor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the vendor’s non-compliance with this non-discrimination clause, the contract may be cancelled or terminated by the City of Summerville. The vendors may be declared, by the City of Summerville, ineligible for further contracts with the City of Summerville until satisfactory proof of intent to comply shall be made by the vendor.

The vendor agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

Vendor

Signature

Title

City of Summerville, Georgia

E-Verify Compliance Affidavit

STATE OF GEORGIA
COUNTY OF _____

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Summerville, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User ID Number

Signature (if less than 10 employees)

Date of Authorization

Name of Contractor/Company

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ day of _____, 20_____.

Signature of Authorized Officer or Agent

Printed Name of Officer or Agent

Subscribed and sworn before me

This _____ day of _____, 20_____.

My Commission Expires: _____

CITY OF SUMMERVILLE, GEORGIA

**SAVE COMPLIANCE AFFIDAVIT
O.C.G.A. §50-36-1(f)(1)(B)**

By executing this affidavit under oath, as an applicant for a Contract, as referenced in O.C.G.A. §50-36-1, from the City of Summerville, Georgia, the undersigned applicant verifies one of the following with respect to my application for public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.
My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1(f)(1)(A), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statutes.

Executed on _____ day of _____, 20_____.

Signature of Authorized Officer or Agent

Printed Name of Officer or Agent

Subscribed and sworn before me
This _____ day of _____, 20_____.

My Commission Expires: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (CITY OF SUMMERVILLE) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

Will You Be Using Sub-Contractors

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, __, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:
