

City of Wixom

City Clerk
49045 Pontiac Trail
Wixom, MI 48393

REQUEST FOR PROPOSAL

2023-2025 Fireworks Display

Deadline: February 16, 2023

Proposals will be accepted by the City Clerk, City of Wixom, 49045 Pontiac Trail, Wixom, MI 48393 until 10:00 a.m. Tuesday, February 16, 2023.

A mandatory Pre-Bid meeting will be held on Wednesday, February 8 @ 10:00 a.m.

The City of Wixom is a participating agency in the Michigan Inter-Governmental Trade Network (MITN). Interested vendors are encouraged to register with MITN at <http://www.mitn.info> to view Bid/RFP announcements and/or specifications for this and all open Bids and RFPs for the City of Wixom.

City of Wixom Contact:

Deanna Magee
Director of Community Services
City of Wixom
248.624.2850

The City of Wixom reserves the right to reject all Bids in its sole discretion. The City of Wixom reserves the right to reject any Bid which is not submitted on and/or supported by a bill of materials. The City of Wixom reserves the right to reject any and all Bids in whole, or in part, and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the City of Wixom.

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REQUEST FOR PROPOSAL

Introduction: The City of Wixom is seeking proposals to provide and operate 30-minute fireworks display on Thursday, June 22, 2023; June 26, 2024; June 26, 2025 in the Wixom Village Center Area. The specifications provided by the successful Bidder shall meet or exceed all requirements described in this RFP and any additional Bid documents provided by the City.

SECTION 1 INVITATION TO BID

- A. **BID ACCEPTANCE.** The City of Wixom (hereinafter referred to as “the City”) will accept sealed responses ("Bids") to this Request for Proposals (RFP) for Fireworks Display which comply with the Invitation to Bid, Bidder Instructions, General Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, Products and Services Specifications, and System Documentation & Warranty set forth below and submitted to the City at the following address:
- City of Wixom, 49045 Pontiac Trail, Wixom, MI 48393
Attention: Clerk’s Office
- B. **PRE-BID Meeting: 10:00 a.m. on Wednesday, February 8, 2023 Required. Location City Hall, 49045, Wixom, MI 48393**
- C. **INDEPENDENCE.** By submission of a proposal, a Bidder certifies that the Bidder has not paid or agreed to pay any fee or commission, or any other thing of value, contingent on the award of this contract to any employee, official, or current contracting consultant of the City. The Bidder certifies that the financial information in this statement has been arrived at independently and without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such costs with any other proposal or Bidder.
- D. **PUBLIC RECORD.** The contents of the proposals shall be considered public records of the City. Any Bidder submitting a proposal hereunder further acknowledges and agrees that the City is a public entity which is required to abide by laws governing public records and shall not be liable for disclosures required by law. All materials submitted in response to this RFP shall become the property of the City upon delivery to the address set forth above.

SECTION 2 BIDDER INSTRUCTIONS

BID OPENING. All Bid responses to this RFP must be placed in a sealed envelope, labeled as follows: Fireworks Bid

- A. The Bid will include one (1) original, two (2) copies, and one (1) electronic file of the Bid proposal.
1. Bid responses will only be considered via written paper format. No email, facsimile, oral, or other non-written documents will be considered.
 2. Bids not received at the Clerk’s Office by the Bid closing time of February 16, 2023 @ 10 am will not be considered.
 3. The Bidder shall be responsible for the timely delivery of the Bid to the Clerk’s Office. The City of Wixom will not be liable to any Bidder for any delivery or postal delays. Postmarking of the Bid prior to the closing date of February 16, 2023 will not be a substitute for timely receipt of the Bid.
 4. If the City of Wixom Offices are closed due to unforeseen circumstances on the Bid opening date, Bids will be due at the same time on the next day the City Offices are open.
- B. **CLARIFICATIONS AND CORRECTIONS.** General questions or clarifications regarding this RFP should be directed by email to: [dagee@wixomgov.org](mailto:damagee@wixomgov.org) or by calling 248.624.2850 with the subject line clearly stating “RFP Question” no later than **Tuesday, February 14 @ 4:00 pm**. Questions

received after this date/time will not be considered. All questions, along with their responses, will be posted in MITN within 48 hours.

C. GENERAL REQUIREMENTS.

1. The City of Wixom or its representatives shall not be held responsible for expenses incurred in the preparation or subsequent presentation of the Bid response.
2. This RFP for Fireworks Displays is not an offer to enter into a contract, but rather a solicitation for Bids.
3. The Bidder shall supply, upon request, samples and/or brochures of the proposed materials and equipment with the Bid.
4. The City of Wixom reserves the right to reject all Bids at its sole discretion.
5. The City of Wixom reserves the right to reject any and all Bids in whole, or in part, and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the City of Wixom.

D. BID IDENTIFICATION REQUIREMENTS. The Bid shall include the full legal name of the Bidder, its business address, telephone number, and a statement identifying the Bidder as a sole proprietorship, partnership, corporation, or other legal entity. A proprietorship shall state the full name of the proprietor, a partnership shall state the full names of the general partners, and a corporation shall identify the state in which it is incorporated. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

1. The Bidder shall complete and submit, along with the Bid, a Bid Signature Page, Appendix A, in longhand, in ink, by an authorized representative.
2. The Bidder shall complete and submit, along with the Bid, a Bill of Materials (if required), Appendix A, summarizing the details of the Bid and identifying materials for each location.
3. The submitted Bid shall include a Qualifications Questionnaire, Appendix B, properly completed and signed by an authorized representative of the Bidder. The qualifications questionnaire shall include a list of at least four (4) references, one (1) of which must be a municipality or local government for a similar scope of work performed within the past three (3) years.

E. DEFINITIONS. The foregoing definitions apply to this Request for Proposal (RFP) only.

1. City – The City of Wixom, including all operational locations.
2. Bidder(s) – The business entities and/or person(s) submitting the Bid.
3. Bid(s) - A complete and properly executed proposal to perform the scope of work, or designated portion thereof, for the sums stated within the Bid.
4. Base Bid - The sum stated in the Bid for which the Bidder offers to perform the Scope of Work wherein work may be added or subtracted for sums stated in the alternate Bid, if any.
5. Alternate Bid - An amount stated in the Bid to be added or subtracted from the amount of the base Bid, if said change in the scope of work, method of construction and/or materials is accepted by the City.
6. Selected Vendor/Contractor - The Bidder(s) receiving formal notice of acceptance of its/his/her Bid(s) and duly served by an agent of the City duly authorized to give such notice.

SECTION 3 GENERAL CONDITIONS

1. **RIGHTS OF ACCEPTANCE OR REJECTION. The City of Wixom reserves the right to reject all Bids in its sole discretion. The City of Wixom reserves the right to reject any Bid which is not submitted on and/or supported by a bill of materials. The City of Wixom reserves the right to reject any and all Bids in whole, or in part, and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the City of Wixom.**
2. **QUALIFICATION OF BIDDERS. To assure the City of the quality of workmanship, materials,**

products and/or services, the City will retain the right and has complete discretion to qualify or disqualify any Bidders on the basis of available information concerning the Bidder's ability to perform as needed and the suitability of the products and/or services included in the Bid as described in in this RFP. Each Bidder, by submitting a Bid, represents that:

- a. The Bidder has read and understands all the Bid requirements, conditions and specifications contained herein.
 - b. The Bid is based upon the materials, systems and equipment described, without exception, in all Bid documents supplied by the City.
3. **VARIANCE AND PRICE.** Any variance from the specifications of this RFP must be fully explained in writing by the Bidder. All prices quoted in the Bid must be on a unit price basis and include the total price. The price of an item or unit of a given product as promised in a Bid cannot be changed by the service provider regardless of whether the City changes the quantity of the item or unit needed.
4. **MANUFACTURER(S) BRANDS/MODEL NUMBERS.** The naming of a manufacturer(s) brand or model number will not be considered as excluding other brands or model numbers for purposes of later providing the products as promised in the Bid. Specifically, similar products with comparable construction, material and workmanship will be considered as equal. Notwithstanding, the City of Wixom has complete discretion to evaluate the merits of all Bids submitted and can take into consideration the brand and/or model numbers set forth in the Bids.
5. **MANUFACTURER(S) SUBSTITUTIONS.** Any substitution from the specified products and/or services by the manufacturer(s) is acceptable if at no additional cost to the City and approved by an authorized City representative prior to placing the order for said products and/or services. The City reserves the right to refuse any and all manufacturer(s) substituted products and/or services.
6. **MANUFACTURER(S) DISCOUNTS.** The City reserves the right to receive any and all manufacturer(s) price reductions, discounts or rebates that are received by the selected vendor/contractor for the specified products and/or services. The selected vendor/contractor agrees to pass any and all cost savings from the manufacturer(s) for the specified products and/or services to the City by way of a setoff of monies owed or refund of monies paid by the City.
7. **REMOVAL AND DISPOSAL OF OLD EQUIPMENT.** The selected vendor/contractor is responsible for the safe disposal of all existing items being replaced by items covered in the RFP. Said disposal shall be in compliance with any EPA guidelines, and be completed with generally accepted safe disposal guidelines. The City reserves the right to identify at the kick-off meeting specific items which it may wish to retain.
8. **CLEAN-UP.** The selected vendor/contractor must, at all times, keep the premises free from accumulations of waste materials caused by the work, and upon completing the work, must remove all work-related rubbish from and about the building(s) and must leave the work area broom clean, or its equivalent. In the case of a dispute, the City may remove the rubbish and charge the cost to the selected vendor/contractor.
9. **ADDENDA.** Any clarifications or modifications to the specifications for the RFP will be issued by the City in the form of an addendum. Any addendum issued during the bidding period will be posted on MITN.
 1. No verbal statements by the City will be considered as binding or enforceable against the City.
 2. No requests for clarifications or modifications will be processed after the closing date as posted in Section 5: Timeline Requirements.
10. **FEDERAL, STATE AND LOCAL TAXES.** All products and/or services furnished by the selected vendor/contractor must comply with all applicable federal, state and local codes, and regulations.

All Bids must include, and the selected vendor/contractor must pay, all taxes levied by the Federal, State, and Local Governments, on both labor and materials. The City reserves the right to require evidence of such tax payments prior to final payment of the contract. The City is exempt from Federal Excise and State Sales Taxes. To comply with these regulations, sales tax is not to be included in the Bid.

11. **PROJECT IMPLEMENTATION.** The selected vendor/contractor shall have sufficient resources to complete the project within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the timeline requirements contained in Section 5.
12. **NO DISCRIMINATION.** The selected vendor/contractor and their subcontractors are required not to discriminate against any employee or applicant for employment to be employed in the performance of the Bid with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, or ancestry or also because of age or sex, except based on a legitimate occupational qualification. Violation of this requirement may be regarded as a material breach of the Michigan Fair Employment Practices Act and may be subject to prosecution.
13. **NO SMOKING POLICY.** The City adheres to a mandatory no smoking policy on City premises and/or at City functions. All Bidders shall comply with this no smoking policy.
14. **PRODUCTS AND SERVICES SPECIFICATIONS.** It is the intent of the specifications in Section 7 of this RFP to define the minimum acceptable quality of products and/or services. The product line must be of known quality from a nationally recognized manufacturer who regularly advertises, promotes, and distributes products and services to local governments.
15. **VARIATIONS FROM SPECIFICATIONS.** All variations from the specified products and/or services, Section 7, must be fully explained and included with the Bid. Manufacturer(s) brands must be used in all cases, with associated manufacturers' warranties noted.
 1. The City reserves the right to increase or decrease quantities, or modify the specifications.
 2. The selected vendor/contractor shall agree to a written modification of the terms of its original Bid within five (5) business days of receiving written notification of the increase or decrease in quantities or modification of the specifications.
16. **CANCELLATIONS.** The City reserves the right of cancellation for non-performance of the terms specified in the awarded contract.
17. **WITHDRAWAL OF BIDS.** Upon presentation of proper identification, any Bidder may withdraw its/his/her Bid at any time prior to the scheduled Bid opening date and time as stated in Section 2. No Bid shall be withdrawn for a period of ninety (90) days after the Bid opening date and time.
18. **VALUATIONS.** Considerations for awarding contracts will include price, product quality, service, delivery, and maintenance of products and/or services, adherence to specifications, past performance to the City, vendor/contractor reliability, warranties and familiarity with the projects and the facilities of the City.
 1. It is the intent of the City to award the contract to the Bidder submitting the "best" cost-effective Bid for the project, provided the Bid has been properly submitted and delivered, includes all required documentation herewith, and is considered reasonable in price.
 2. Price is a primary factor, but the City will consider other factors to determine the most successful Bid; technical experience, local service and support, and experience in municipal environments are used to perform the City's Bid evaluations, among other considerations.
 3. The City of Wixom will evaluate the merits of all Bids submitted and reserves the right to accept or reject any or all Bids.

19. NOTICE OF AWARD. The Bidder will be deemed as having been awarded the Bid when the formal notice of acceptance of its/his/her Bid has been approved by the Council of the City of Wixom, and subsequent notice has been duly served upon the intended awardees by an officer(s) or agent(s) of the City duly authorized to give such notice.

SECTION 4 SCOPE OF WORK

A. GENERAL DESCRIPTION. The general description of the Scope of Work (SOW) for the project is to provide pricing for a 30 minute Fireworks Display. This is for a three year contract with an option of one two year extension.

Wixom Fireworks Display Outline for 2023, 2024, and 2025

	Quantity	Size	Description
Finale Shells			
	140	3"	Titanium salutes
	210	4"	Color Shells
	60	5"	Color Shells
Body Shells			
	36	3"	Assorted color shells
	90	4"	Assorted color shells
	108	5"	Assorted color shells
	60	6"	Assorted color shells
Special Effects Very High Quality Shells and effects are expected similar to YungFeng Quality Usually shot using 3 of each effect and size, to make 4 special scenes			
	12	5"	Layered with
	12	6"	
Pattern Shells	10	6"	Shells (hearts, smiles, jellyfish etc.) 2 of each minimum
Total Shells	738		

B. FACILITIES AND LOCATIONS.
Fireworks will be launched from Gunnar Mettala Park located at 645 Maple Road, Wixom, MI 48393

C. VENDOR/CONTRACTOR RESPONSIBILITY. It shall be the responsibility of the selected vendor/contractor to provide the Outdoor Event Equipment Rental as proposed in the RFP at no cost to the City. The City and its consultants associated with this RFP are not responsible for any omission, failure to detect any requirement, or any other condition required to complete the scope of work.

The awarded Bidder shall:

1. Meet jointly with representatives of the Community Services Department to exchange information and agree on details of contract fulfillment.
2. Provide a fireworks display per scope of work.

3. Provide a written guarantee/warranty covering the products against defects in workmanship, components, and performance, and follow-up support after items are received.

SECTION 5 TIMELINE REQUIREMENTS

- A. PROJECT TIMELINE. The selected vendor/contractor shall have sufficient resources in order to complete the SOW, Section 4, within the allotted timeframe and shall, upon request, demonstrate that it/he/she has the resources necessary to fulfill the timeline requirements for completing the entire project. The City is expecting the project to be completed in accordance with the following project timeline:

RFP available on-line at MITN	January 26, 2023
Pre-Bid Meeting – Required	February 8, 2023
Emailed questions and RFP clarifications due	February 14, 2023
Responses to email questions posted on MITN	February 16, 2023
Sealed Bids due and Bid opening at the City Clerk's Office 10am	February,16,2023 @
Contract signed, implementation schedule determined	Within 60 days of Council approval
Receipt of product	June 22, 2023

- B. SCOPE OF WORK SCHEDULES. City administrative offices are open for business 7:15 a.m. to 5:30 p.m., Monday through Thursday. The Library is open 10:00 a.m. to 8:00 p.m., Monday through Thursday, and 10:00 a.m. to 5:00 p.m. Friday and Saturday. The Police and Fire Departments are staffed 24/7. The selected vendor/contractor is expected to perform the project during posted City administrative hours. Special scheduling arrangements may be made to facilitate completion of the contract in the Police and Fire Departments outside the regularly scheduled City hours.
- C. PROJECT IMPLEMENTATION SCHEDULE. All Bidders shall provide the City with a project implementation schedule that adheres to the timeline requirements stated above. Further, the project implementation schedule must demonstrate that the selected vendor/contractor has the means and capability to complete the SOW without unnecessary disruption to City business. This project implementation schedule must be agreed upon by both the vendor/contractor and the City and shall be incorporated as part of the awarded contract.

SECTION 6 AWARDED CONTRACT REQUIREMENTS

- A. CONTRACT EXECUTION. The Bidder shall render, deliver and execute the awarded contract within ten (10) days of being notified that the Bid is accepted and that the selected vendor/contractor is awarded a contract to perform the SOW in accordance with all terms and conditions contained herein. The awarded contract must be signed and dated by both the City and the awarded vendor/contractor prior to the start of any work.

CHANGES TO SCOPE OF WORK. The City, without invalidating the contract, may order changes within the SOW consisting of additions, deletions, and/or modifications, with the contract sum and the project implementation schedule being adjusted accordingly. All said changes in the SOW shall be authorized by written change order(s) signed by the City and executed under applicable conditions of contract documents.

1. The contract sum and the contract time may be changed only in writing.
2. The cost or credit to the City from all change order(s) shall be determined by mutual, written agreement.
3. The City will not pay invoices for work performed by verbal authorization.

B. **TERMINATION OF AWARDED CONTRACTS.** If the selected vendor/contractor defaults or neglects to carry out the SOW and sections referenced therein, in accordance with the awarded contract, and/or fails to perform any provision of the awarded contract, the City may, after seven (7) days' written notice to the selected vendor/contractor and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the selected vendor/contractor or, at its option, may terminate the awarded contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the selected vendor/contractor and may finish the project by whatever method it may deem expedient. If such expense exceeds such awarded contract price, the selected vendor/contractor shall pay the difference to the City.

C. **EMPLOYMENT PRACTICES.** The selected vendor/contractor, by signing a contract, agrees to comply with the provision of the State of Michigan policy regarding "Non-Discrimination of Employment", Section 3.12.0. All employees of the vendor/contractor shall be legally eligible for employment in the United States. The selected vendor/contractor shall also:

1. Provide the City with completed background check forms for all employees. Color copies of the employees' driver's licenses, and two (2) copies of passport-size photographs shall also be provided for issuance of contractor ID cards by the City. Said ID cards will remain the property of the City of Wixom, and will be returned at the completion of the contract.
2. Comply with Criminal Justice Information System (CJIS) rules for security clearance of its employees/contract staff. The CJIS security addendum is available at <https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view>.
3. Supply designated City personnel, by email, weekly work schedules no later than the Wednesday of the preceding week. Failure to do so may result in the schedule being rejected by the City.

D. **SELECTED VENDOR/CONTRACTOR PERFORMANCE.** The selected vendor/contractor will be responsible for construction means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the SOW, Section 4, and the Timeline Requirements, Section 5.

The selected vendor/contractor shall also:

1. Provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the SOW.
2. At all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the tasks assigned to them.
3. Give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work performed.
4. Be responsible for the acts and omissions of all employees and all subcontractors, if any, their agents and employees, and all other persons performing any of the work under a contract with the selected vendor/contractor.

E. **SUBCONTRACTOR PERFORMANCE.** A subcontractor is a person, firm, company or corporation who has a contract with the Bidder to perform any work for completing the project. The awarded Bidder shall be responsible for the actions, inactions, and work performed by the subcontractor. Contracts between the Bidder and the subcontractor shall be in accordance with the terms of the awarded contract by the City to complete the SOW, Section 4. The selected Bidder shall furnish to the City, in writing, a list of any/all subcontractors proposed to perform any part or portion of the SOW to complete the project. The selected Bidder shall not employ any subcontractor to whom the City objects, and may withdraw their Bid or submit an acceptable substitute.

- F. **SUPPLEMENTAL INFORMATION REQUESTS.** The Bidder shall be prepared to provide the City, within ten (10) days of being notified of the awarded contract, the names of the suppliers for the equipment and materials used to complete the work. The City may request all Bidders to also submit, within ten (10) days of being notified, the following:
1. The Bidder's performance record(s).
 2. An itemized list of the Bidder's equipment, plant and personnel.
 3. A description of any project which the Bidder has completed in a satisfactory manner.
 4. Any additional information that will satisfy the City that the Bidder is adequately situated and able to fulfill the terms of the proposed contract.
 5. A description of any other project(s) that will be performed simultaneously with the City's project.
 6. A statement regarding any past, present or pending litigation for contracted products and services.
- G. **INSPECTIONS.** The City and its agents have the right to inspect the selected vendor/contractor's work periodically to determine that proper materials were used and that the progress and quality of work completed is in accordance with the contract.
1. Prior to the start of the projects, the selected vendor/contractor will have materials on site and available for inspection by the City's designated authorized representative.
 2. All equipment used for the project must be in compliance with the specified part numbers contained in the successful Bid.
- H. **INVOICE/PAYMENT REQUIREMENTS.** Invoicing for payment(s) will be made 100% upon completion of the SOW and acceptance by the City.
1. The City must have accepted all as-built diagram(s) in both paper and electronic copy.
 2. The selected vendor/contractor will submit proof of performance by submitting to the City, in both paper and electronic copy, certification testing results.
 3. When applying for payments, the selected vendor/contractor shall submit to the City an itemized invoice based upon the installation schedule and supporting documentation required herein.
 4. The project shall be considered complete when the SOW has been completed, accepted by the City and the following items are furnished: a) required guarantees and b) waivers of lien submitted showing all payrolls, material bills and other indebtedness connected with the project have been paid. The selected vendor/contractor must submit both a) and b) before the final payment is requested.
 5. Payment may be withheld by the City for: a) defective work not remedied; b) claims filed and unresolved; c) failure of the selected vendor/contractor to properly pay for labor, materials or equipment, or proper payment to subcontractors; and/or d) damages to the City or another contractor.
- I. **WARRANTIES.** The selected vendor/contractor(s) must furnish the City written warranty documentation.
1. The selected vendor/contractor must warrant that all materials and supplies incorporated within the Bid are new, unless otherwise specified, and that all work performed will be of good quality, free from faults and defects, and in adherence to the product and services specifications in this RFP.
 2. The warranty shall provide a complete system warranty to guarantee an end-to-end high performance network system that meets the system application requirements. The Audio Visual Equipment shall be warranted under this provision for three (3) years.
 3. If the manufacturer repairs any product under the warranty, they may use new or reconditioned replacement parts. If the manufacturer replaces the product under the

warranty, they may replace it with a new or reconditioned product of similar or same design.

- J. **CORRECTION OF WORK.** The selected vendor/contractor shall correct any work that fails to conform to the requirements of the awarded contract where such failures or any defect is due to faulty materials, equipment or workmanship which appear within a period of five (5) years from the date of completion of the contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract. These provisions apply to all work performed by employees of the selected vendor/contractor and any subcontractors.
- K. **RIGHT TO REJECT OR STOP THE WORK.** The City may reject work which does not conform to the Bid or awarded contract specifications. If the selected vendor/contractor fails to correct any defective work or fails to supply labor, materials, or equipment in accordance with the specifications of the awarded contract, the City may order the selected vendor/contractor to stop all work, or any portion thereof, until the cause for such order has been eliminated.
- L. **INDEMNIFICATION.** The selected vendor/contractor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the contract.
- M. **FORCE MAJEURE.** Except for the City's obligation to pay the selected vendor/contractor, neither party shall be liable for any failure to perform its obligations under the awarded contract or any SOW if prevented from doing so by a cause or causes beyond its control, including without limitations, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.
- N. **LIABILITY REQUIREMENTS.** The selected vendor/contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the contract. The selected vendor/contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, 1) all employees on the project and other persons who may be affected thereby; 2) all the SOW and all materials and equipment to be incorporated therein; and 3) other property at the site or adjacent thereto.
 - 1. The selected vendor/contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.
 - 2. All damage or loss to any property caused in whole or in part by the selected vendor/contractor, any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the selected vendor/contractor, except damage or loss attributable to the fault or negligence of the City.
- O. **INSURANCE REQUIREMENTS.** No work connected with this project may start until the selected vendor/contractor has obtained the insurance coverage as required in Appendix C. Such insurance shall be kept in effect during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, and acceptable to the City of Wixom. The requirements listed in Appendix C should not be interpreted to limit the liability of the contractor. All deductibles and self-insured retention are the responsibility of the Contractor.
- P. **TERMINATION.** The contract may be terminated at any time by the City, for any or no reason, upon written notice delivered at least fifteen (15) days prior to termination. In the event the City terminates the contract as provided by this paragraph:
 - 1. Unless directed otherwise by the City, vendor/contractor shall continue performing work and

- the required services under this agreement up to the day of termination; and
2. All finished or unfinished documents and information related to work in progress shall be delivered by vendor/contractor to the City and shall become the property of the City; and
 3. Vendor/contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid services and reimbursable expenses performed prior to vendor/contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by this section. Such final accounting and final invoice shall be delivered to the City within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to vendor/contractor shall be submitted to or accepted by the City.

Q. MISCELLANEOUS CONTRACT PROVISIONS. The awarded contract will be governed by the laws of the State of Michigan. Venue for any claims or litigation regarding this contract shall be in Oakland County Circuit Court or the Federal District Court, Eastern Division. The selected vendor/contractor shall not assign the contract or sublet it or portions thereof without the written consent of the authorized City representative.

SECTION 7 PRODUCTS AND SERVICES SPECIFICATIONS

See Appendix A.

SECTION 8 SYSTEM DOCUMENTATION & WARRANTY

Appendix A
City of Wixom
Bid Signature Page
Fireworks Display

Company name: _____

Address: _____

The following is a suggested equipment list that meets the system requirements outlined in the RFP. Alternate solutions to fulfill the RFP will be considered, and should be documented below:

Fireworks Display			
	2023	2024	2025
Total Cost			

Cost per shell if additional shells are added to the contract:

Shell Size	Cost/shell
3"	
4"	
5"	
6"	

The Bidder, in compliance with the RFP and having carefully examined the bidding documents, proposes to furnish equipment and services as are necessary to perform all the work stated in accordance with the contract documents for the Bid. The undersigned understands that the City of Wixom reserves the right to accept or reject, in whole or in part, any and all proposals, to waive informalities and irregularities therein, to award the contract to other than the lowest Bidder. The City of Wixom reserves the right to award the contract to one or more contractors if it is in the best interest of the City. The undersigned submits this proposal in accordance with the terms and conditions of the RFP and hereby affixes authorized signatures representing:

- _____ An individual doing business as
- _____ A Partnership. State the full names of the general partners: _____
- _____ A Limited Liability Company, organized in the state of _____
- _____ A Corporation, organized in the state of _____
- _____ A Joint venture formed between _____ and _____

Signature

Date

Printed Name

Title

Company Name

Phone Number

Address, City, State, Zip

Appendix B
City of Wixom
Qualifications Questionnaire

The vendor/contractor shall complete a Qualification Questionnaire to contain at a minimum the following information. Failure to answer all questions may result in rejection of your proposal.

Name of Company: _____

Address: _____

City, State Zip: _____

Telephone: _____ Fax: _____

Website: _____

Agent's Name (please print): _____

Agent's Title: _____

Email Address: _____ Cell Phone Number: _____

1. Organizational structure (Corporation, Partnership, etc.):
2. Has any officer or partner of this organization owner or operated a company that declared bankruptcy during the last 10 years? No _____ Yes _____ When: _____
3. How many years has your organization been in business under its present name? _____
4. Under what other or former names has your organization operated? _____

5. How many full time employees? _____ Part time? _____
6. Address _____ of _____ your _____ local _____ facility _____

7. List the scope of services (type of work) you are able to perform _____

8. Provide a list of all personnel to be assigned to this contract. Include name, title, license number, years of experience, full/part time, on-call availability, qualifications, professional licenses/certifications, etc. Attach additional sheets if necessary. _____

9. Will you be using any subcontractors for any work that may be performed under the specifications or that the City may request? If so, provide company name.



References: Provide at least four (4) references of recent contracts comparable in scope to this RFP, one (1) of which must be a municipality or local government, for work performed within the past three (3) years. Use an additional sheet if you have more references to provide.

Company Name _____
Company Address _____
Contact Name _____ Phone Number _____
Length of Contract _____
Type of Services Provided _____

Company Name _____
Company Address _____
Contact Name _____ Phone Number _____
Length of Contract _____
Type of Services Provided _____

Company Name _____
Company Address _____
Contact Name _____ Phone Number _____
Length of Contract _____
Type of Services Provided _____

Company Name _____
Company Address _____
Contact Name _____ Phone Number _____
Length of Contract _____
Type of Services Provided _____



10. Provide any additional information you would like to include which may not be included within this questionnaire:

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS.

Signature of Authorized Firm Representative: _____

Representative's Name (Please Print) _____

Date: _____

Appendix C

Contractor Insurance Addendum

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this addendum, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Wixom. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor. The Contractor shall procure and maintain the following coverage:

1. **Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.
3. **Automobile Liability** including Michigan No-Fault Coverages, limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, non-owned vehicles, and all hired vehicles.
4. **Additional Insured:** Commercial General Liability, Automobile Liability, and Cyber Liability as described above, shall include an endorsement stating the following shall be **Additional Insureds:** The City of Wixom, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Wixom as additional insured, coverage afforded is considered to be primary and any other insurance the City of Wixom may have in effect shall be considered secondary and/or excess.
5. **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: The City of Wixom, City Manager, 49045 Pontiac Trail, Wixom, Michigan 48393.
6. **Proof of Insurance Coverage:** The Contractor shall provide the City of Wixom, at the time the contracts are returned by it/him/her for execution, a Certificate of Insurance, as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Wixom at least ten (10) days prior to the expiration date.