



CITY OF TORRINGTON
REQUEST FOR PROPOSAL

RFP #FWD-038-012617 FIREWORKS DISPLAY CITY OF TORRINGTON

Bid opening: January 26, 2017 **Time:** 11:00 AM **Location:** City Hall, 140 Main St., Room 206, Torrington

Bid Bond or Certified Check required with bid: N/A

Performance Bond required if awarded bid: 100%

MUST SUBMIT AN ORIGINAL AND 2 COPIES

The City of Torrington reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Omit State and Federal Taxes.

All prices must be F.O.B.: Destination (Torrington) unless otherwise requested.

Dated in Torrington: January 4, 2017

Purchasing Agent _____
Pennie Zucco

Item
REQUEST FOR PROPOSAL FOR FIREWORKS DISPLAY FOR THE CITY OF TORRINGTON TO BE HELD ON FRIDAY, JULY 7, 2017 WITH A RAIN DATE OF SATURDAY JULY 8, 2017

The Purchasing Agent is authorized to offer City based bidders that exceed the lowest bid by up to 6%, the opportunity to match the lowest bid. A City based bidder within the 6% differential who agrees to accept the amount of the lowest bid will be awarded the bid. When multiple City based bidders agree to accept the amount of the low bid then the City based bidders will be invited to submit a new bid, not to exceed the low bid. The bid will then be awarded to the lowest responsive, responsible bidder.

Bid Submitted By: _____
Name of Company _____ Signature _____
Address _____

Title _____
Phone _____ Fax _____ Date _____
Delivery Date _____
E-mail address _____ Web Page _____
Comments: _____

INSTRUCTION TO PROPOSERS

Sealed proposals will be received by the Purchasing Agent, Room 206, 140 Main St., Torrington, CT until the time and date specified on the cover sheet. The RFP opening is NOT a public opening. Proposals received later than the date and time specified will not be accepted. In the event of the closure of City Hall, proposals will be opened on the following business day that City Hall is opened. Amendments to or withdrawal of any section of the submitted proposal received later than the time & date set for the opening will not be considered. Proposals must remain in effect for a minimum of 30 days unless otherwise noted elsewhere in the RFP documents.

BID DOCUMENTS: are available upon receipt of this invitation (if not attached) over the Internet at the City's web site: www.torringtonct.org UNDER "Open Bids". Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe at <http://www.adobe.com>. Businesses without internet access may contact the Purchasing Department at 860-489-2224 for a copy of the bid documents.

NONAPPROPRIATION: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Torrington for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

BID BONDS: shall be in the amount of 5% of the total bid made out in favor of the City of Torrington and issued by a Surety company acceptable to the City of Torrington must accompany each bid. A certified check, cashier's check, Treasurer's check, or money order in the same amount may be submitted in lieu of the bid bond. Bids submitted without Certified Check or Bid Bond **will not** be accepted. The City of Torrington will not be held liable for the accrual of interest on any check held by the city in conjunction with this bid. All checks or bid bonds will be refunded to the unsuccessful bidders after award of the bid by the City Council. The deposit check or Bid Bond of the successful bidder will be held in escrow until such time as the city determines that the bidder has or will meet their obligations as stated by the bid. If the bidder fails or refuses within a reasonable time after due notice that the contract has been awarded to him, to execute the same, an amount representing a loss to the city by reason of such failure shall be retained and paid into the city treasury.

REPLIES: whether bid or no bid, submittal must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Torrington or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

FREIGHT: Prices quoted shall be net delivery **F.O.B. Torrington, CT**. All bid prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/ or materials to the individual location(s) as designated by the Purchasing Agent. All bid prices are to be submitted on the sheets provided on this bid. Quantities and pricing are to be listed in accordance with these sheets.

QUESTIONS: Request for interpretation of any portion of the bid may be made to the Purchasing Agent: Voice 860/489-2225, Fax 860/489-2547 and email: pennie_zucco@torringtonct.org. All bidders questions pertaining to the contract specifications and plans under this contract shall be placed in writing and addressed to: City Purchasing Agent, 140 Main Street, Room 206, Torrington, CT 06790; Any Fax or email shall be followed up with a telephone call to verify receipt. Bidders should check the web site for addendums/updates 48 hours prior to the bid opening.

In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in accordance with the information contained in the bid document, based on first received as to date and time of receipt of the bid.

EXPARTE COMMUNICATION: Please note that to insure the proper and fair evaluation of a bid, the City of Torrington prohibits exparte communication (i.e., unsolicited) initiated by the Bidder to a City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be directed in writing to the Purchasing Agent only. The Purchasing Agent will obtain the information or clarification needed. Exparte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid and repeat offenders may be disqualified from future bids.

NON-COLLUSION STATEMENTS: In order for bids to be considered, a non-collusive statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement. **NOTE:** Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS: All bids/proposals shall be submitted in the form

and manner as indicated by the bid documents and bid forms. Any proposal which is not submitted in the form and manner indicated by the bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Torrington shall not be responsible for any errors or omissions of the respondent.

UNBALANCED BIDS AND/OR EXCESSIVE LINE ITEM PRICES: The City reserves the right to reject any bids in which unit prices, in the sole opinion of the City, are unbalanced. In addition, where the City has decided to make an award, it further reserves the right to non-utilize a particular line item that in the sole opinion of the City is excessively priced, and reserves the right to obtain that item from another source.

CONTRACT: A response to an Invitation To Bid is an offer to contract with the City of Torrington based upon the terms, conditions, and specifications contained in the City's ITB. Bids do not become contracts unless and until executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the ITB, unless any of the terms and conditions are modified by an ITB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

TAXES: Omit all State and Federal taxes from the bid. The City of Torrington is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

OWNERSHIP OF DOCUMENTS: All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this bid shall become the property of the City of Torrington upon completion of the project or any termination of the project prior to the completion of the project.

LEGALITY: All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

LANGUAGE DISPUTES: Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Torrington, provided any such interpretation shall be reasonable. In the event that an individual term, condition, and/or language/wording is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to this contract, then the term, condition, and/or language/wording may be disregarded, even though an addendum is not issued. However, if the Purchasing Agent determines that the term, condition, and/or language/wording "is applicable in part", then the term, condition, and/or language/wording will apply to the degree applicable, even though an addendum is not issued.

INDEMNIFICATION: The Contractor shall save the City of Torrington, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. To the fullest extent permitted by law, The bidder shall indemnify and hold harmless the Municipality, its officers, agents, servants and employees from and against all liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or lack of performance of the work, provided that any such liability, claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting hereto from and (b) is caused in whole or in part by any negligent act or omission of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable.

In any and all claims against the Municipality, its officers, agents, servants and employees by any employee of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation under these sections to be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Bidder or any Subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

The successful bidder, vendor, and/or contractor must protect all property of the City of Torrington (i.e. all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind; for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

DEFAULT: It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default

if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/ or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

SUSPENSION AND DEBARMENT: The Purchasing Agent may suspend or debar the right of a vendor to be included on the vendor list and has the authority to reject any bid or response from any suspended or debarred vendors.

Suspension: A vendor may be suspended based on the following:

- 1) A vendor defaults or fails to fully comply with the conditions, specifications, or terms of a Bid, Quotation, Proposal or Contract with the City of Torrington.
- 2) A vendor commits any fraud or misrepresentation in connection with a Bid, Quotation, Proposal, or Contract with the City of Torrington.
- 3) A vendor is charged by a court with the commission of a criminal offense as incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in the performance of such contract or sub-contract
- 4) A vendor is charged by a court with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor. If charges are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the City of Torrington.
- 5) A vendor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.
- 6) A vendor's commission of any act or omission to perform act is grounds for debarment.
- 7) A vendor violates the ethical standards set forth in local, state, or federal law.
- 8) Any other cause the Purchasing Agent determines to be so serious and compelling as to materially and adversely affect responsibility of a vendor as a City contractor, including but not limited to suspension by another government entity

Debarment: A vendor may be permanently debarred for the following:

- 1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal, or contract with the City of Torrington twice in any three-year period.
- 2) Conviction of or judgment obtained in a court for commission of those offenses in connection with the vendor's commercial enterprise stated sections 3) or 4) of suspension section listed above. If the conviction is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final Court disposition from the vendor to the City of Torrington.

TRADE NAME REFERENCES: Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City of Torrington of any discrepancy that is found (i.e. number listed does not fit item description) Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitute and/or alternate that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidder's expense. In the event this return action is required, it is understood the bidder may be subject to removal from the city's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

QUANTITY: The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Torrington or its designated representative based on actual need at the time the purchase orders are placed.

QUALITY: The City of Torrington reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

SAMPLES: forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Torrington or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Torrington or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. Items remaining after 30 days will be discarded.

AWARD: It is the intent to award this bid in its entirety to one bidder, however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder. In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the city of Torrington will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

OPTION TO RENEW: This contract may be extended for four (4) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended. This option, if exercised, is to be executed in the form of a letter of agreement, to be issued no later than 60 days prior to the expiration of the then current contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend, will cause this contract to expire on the original or mutually agreed upon date. The total period of this contract, including all extensions as a result of exercising this option, will not exceed a maximum combined period of five (5) years.

BONDS:

Performance Bond: The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the City of Torrington and executed by a surety company authorized to do business in the State of Connecticut. The City of Torrington reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check or Bank Check.

Maintenance Bond: The contractor, upon signing a contract and before beginning the work must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials becomes evident within one year after completion and acceptance of work will be fixed at no cost to the City of Torrington. The maintenance bond may be included as a portion of the Performance bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the City of Torrington and issued by a surety company licensed and authorized to do business in the State of Connecticut.

Labor and Material Bonds: Per Section 49-41 of the Conn. General Statutes, on Public Works project where the estimate is in excess of \$25,000.00, a labor (payment) and material bond must be furnished to the City. Said bonds must be filed with the Purchasing Agent prior to the commencement of work.

Consent for Release of Final Payment: AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

INSURANCE:

Certificate of Insurance: All insurers shall purchase insurance from an insurance company or companies rated A-V11 or better by A.M. Best Companies lawfully authorized to do business in the State of Connecticut. The insurance provisions set forth below are minimum requirements. In the event the Contractor/City Contract (Project Requirements) specifies additional coverage's and/or amounts of coverage then those set forth below and pertaining to the Contractor's work, then the Contractor shall provide the coverage's and/or amounts in accordance with the Project Requirements. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the "Additional Insured" and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage. Such insurance will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Subcontract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor, and any Sub-subcontractors engaged by the Contractor, shall obtain the following insurance:

Workers' Compensation Insurance: For all work performed pursuant to this contract, Contractor shall maintain Workers' Compensation Insurance, including coverage for all executive officers, sole proprietors and partners, and other similar employee benefits in the amount required by all applicable statutes, law, regulations or acts. Such Workers' Compensation Insurance must list on Item 3A of the policy Information Page "Part One of the policy applies to the Workers' Compensation Law of the State of Connecticut" and provide a Waiver of Subrogation endorsement (NCCI form WC 00 03 13 or its equivalent) that prohibits the insurance company from enforcing subrogation and recovery rights against the City, its

subsidiaries, employees, volunteers, directors and officers. If work is to be performed over or adjacent to navigable waterways, the Workers' Compensation Insurance shall contain the United States Longshore and Harbor Workers' Act Endorsement (NCCI Form WC 00 01 06 or its equivalent). In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman's Compensation statute, the contractor shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

Liability Insurance: The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

Vehicle Insurance: The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Connecticut or requested by an official of the City of Torrington as relates to the contract.

Additional Security: The City of Torrington reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the City of Torrington, its property and goods.

PERMITS: The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of Torrington reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper City Officials prior to commencement of work.

It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of Torrington planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

PREVAILING WAGE: When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

CITIZENSHIP: Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC 4082)(c)(2).

SAFETY:

Machine and/or Equipment Hazard Assessment and Safety Training: Upon delivery of machines and/or equipment, suppliers are required to provide to the end-user employees, at no additional charge, a training session that will emphasize hazard awareness and assessment and the safe use of such machinery/equipment.

Occupational Safety and Health Act of 1970: Seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the City of Torrington, be in compliance with the standards required by said Act and any updates as pertain to or reference said Act as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of delivery.

Machines and/or Equipment Lockout/Tagout: In an effort to comply with OSHA's final rule on the control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tagout devices as prescribed by OSHA.

Toxic Substance Control Act (PL94-469): Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the City of Torrington under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Act PL94-469 and are otherwise in compliance with said Act.

Hazardous Materials: Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated thereunder and will further comply with any special requirements and any policies and procedures of the City of Torrington relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.

Material Safety Data Sheets: Shall be provided by the Seller upon delivery to the City of Torrington of any goods having constituents listed in the following references - OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.

Asbestos: Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of City buildings. Before proceeding on any contractual work on City buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

SUB-CONTRACTORS: The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of Torrington or its designated agent.

EEO: The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the City of Torrington. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities.

TERMINATION OF CONTRACT: Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) days notice to the bidder.

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.

The terms and conditions of these "Instructions To Bidders" are made a part this bid.

SAMPLE FORM

Bid # _____

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I, _____, being first duly sworn, deposes and says that:

1. I am _____
of _____, the Bidder that has
submitted the attached Bid for " _____";
2. I am fully informed respecting the preparation and contents of the attached Bid and of all pertinent
circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or
parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or
indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such
Contract, for which the attached Bid has been submitted nor has it in any manner, directly or indirectly,
sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix
the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of
the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or
unlawful agreement any advantage against the City of Torrington or any person interested in the proposed
Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion,
conspiracy, connivance or unlawful agreement on the part of the Bidder or any of it agents, representatives,
owners, employees, or parties in interest, including this affiant.

(Printed) _____

(Signed) _____

(Title) _____

Subscribed and sworn to before this _____ day of _____, 20_____.

Notary Public Printed

Notary Public Signature

My Commission Expires _____ (Notary Seal)

NOTE: Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

SAMPLE FORM

BID # _____
CONSENT OF SURETY COMPANY
TO RELEASE FINAL PAYMENT

- City
- Architect
- Contractor
- Surety
- Other

PROJECT/BID NUMBER:

TO: City of Torrington
Attn: Purchasing Agent
140 Main Street
Torrington, CT 06790

CONTRACTOR: _____

In accordance with the provisions of the Contract between the City of Torrington and the Contractor as indicated above, the (insert name & address of Surety Co.) _____, SURETY COMPANY on bond of (insert name & address of Contractor) _____, CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the CITY OF TORRINGTON as set forth in the Surety Company's bond.

Subscribed and sworn to before this
_____ day of _____, 20____.

Notary Public

My Commission Expires _____

Surety Company

Authorized Representative's Signature

Title

(Notary Seal)

NOTE: Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

FIREWORKS DISPLAY FOR CITY OF TORRINGTON
RFP#FWD-038-012617
SPECIFICATIONS

The City of Torrington is soliciting technical and cost proposals from qualified, licensed, and/or registered Contractors to conduct an all-aerial fireworks display for The City's Annual Fireworks Celebration on **Friday, July 7, 2017** with a rain date of Saturday, July 8, 2017. The contractor's proposal shall be all inclusive, i.e., it shall provide for all necessary labor, transportation, storage, tools, materials, equipment, consumables, and permits to conduct the Fireworks Display as well as coordinate and cue display, fire display, clean-up, and dispose of waste. Proposals must remain in effect for a minimum of 90 days unless otherwise noted elsewhere in the RFP documents.

This RFP describes the required scope of services and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements may be cause for disqualification.

Proposers shall submit a technical proposal for this service. The City's contract amount for the 2016 Fireworks Display was \$13,900. The proposal shall detail the number, sizes, and heights of fireworks to be used in their display. **The largest fireworks shall not exceed 8". No firework shall be less than three (3) inches.**

Locations: The City's Fire Marshal has approved the location for the July 2017 fireworks display. See attached display map of the Torrington Middle School Property, 200 Middle School Drive, Torrington, CT 06790.

The organizer shall take into account the summer bloom of trees so the show can be seen from various points in the City.

Proposals are due in the office of the Purchasing Agent, City Hall, 140 Main Street, Room 206, Torrington, CT 06790 no later than **11:00 AM, January 26, 2017**. One original and two (2) copies shall be placed in a sealed envelope and clearly marked "**RFP #FWD-038-012617 FIREWORKS DISPLAY FOR CITY OF TORRINGTON**". Proposals received after this date and time will not be considered and be returned unopened. In the event of the closure of City Hall, proposals shall be due the next day when City Hall reopens for business, no later than 11:00 AM on that day. All proposal submissions and materials become property of the City and will not be returned. **No fax or e-mail Bids will be accepted. Note:** There will not be a public opening or reading of the proposals.

The City will not be liable for any costs incurred in the preparation of the response for this Request for Proposal.

All bids must include the firm's name and be signed by a responsible officer or employee of the firm submitting the bid.

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid, and to award the contract, that in the city's judgement, will best serve the public interest.

Proposal Inquiries: Deadline for questions will be **January 17, 2017 by 12:00 Noon**. All inquiries regarding this solicitation must be submitted **in writing** to: Pennie Zucco, Purchasing Agent, City of Torrington, 140 Main Street, Torrington, CT 06790, pennie_zucco@torringtonct.org.

Contractor shall add the City, its officers, employees and agents as "**an additional insured**" on any policy of insurance required under this agreement in the "Instructions to Proposers". The contractor shall indemnify the City against all costs for which the City may be found liable as a result of an act or omission of the contractor.

Contractor shall assume all responsibility for damages to property or injuries to persons, including

accidental death, which may be caused by the Contractors performance, whether such performance be by itself, its sub-consultant, or anyone directly or indirectly employed by it and whether such damage shall accrue or be discovered before or after termination of the contract. The City shall be provided a certificate or insurance verifying the Contractors liability insurance coverage.

The Contractor agrees to maintain at its expense, during the term of this Agreement, all necessary insurance for its employees engaged in the performance of this Agreement, including, but not limited to, workers' compensation insurance, and to provide the City with satisfactory evidence of such insurance coverage upon the City's request.

Negotiations:

1. The City of Torrington reserves the right to negotiate with one or more Proposers, or to reject any or all proposals as it may determine in its sole and absolute discretion.
2. The City reserves the right to request the submission of Best and Final Offers from those Proposers who, after the conclusion of such negotiations, are still under consideration for award.
3. The City reserves the right to award a contract based on initial proposals received, without negotiations.

A proposer must comply with all federal, state and local laws, rules and regulations, and executive orders applicable for the use of pyrotechnic devices and displays.

The 2017 Fireworks show shall begin at approximately 9:15 PM on Friday, July 7, 2017 (rain date Saturday, July 8, 2017).

Qualifications: The City of Torrington will only entertain proposals from Contractors that possess the following mandatory minimum qualifications:

1. The proposing firm shall have a current User of Fireworks Federal Explosives Permit Type 54 and shall have been regularly licensed and certified and engaged in the business of providing fireworks displays for a minimum of five (5) years.
2. The principal technicians assigned to Torrington shall each have a minimum of five (5) years certified experience in the handling, transportation and discharge of fireworks.
3. The principal technicians assigned to the Torrington display shall each have successfully fired a minimum of ten (10) shows of the size and type contemplated in these documents using an electronic firing system.

Proposals that do not meet the above eligibility requirements will not be evaluated.

Proposal Evaluation Criteria:

1. Proposals will be evaluated by a committee consisting of representatives from various City departments.
2. The evaluation criteria that will be used to judge proposals are set forth below. **The criteria are of equal importance.**
 - A. **Cost** - cost adjustment for cancellation by City of Torrington for weather conditions, cost adjustment for Contractor caused delays (starting show more than 15 minutes or later than scheduled) and dead air (gaps of 5 seconds or more due to misfiring or damaged shells), cost adjustment if number of shells fired is less than that agreed upon at the time of award.
 - B. **Qualifications/Experience** – of firm and individuals assigned to the Torrington

- contract, specific to this type of show and budget.
- C. **Artistic design/choreography** of display – taking into consideration shell size, variety of shell effects and colors, etc.
 - D. **Technical approach** to organizing, scheduling, and coordinating all required tasks and function for the display. i.e., how the proposer will accomplish each task list in the scope of services.
 - E. **Oral Presentations** After receipt of proposals, proposers may be requested to make an oral presentation and answer questions regarding their proposals.

Technical Proposal Requirements

1. Shall include a section of introduction of the firm describing its origin, current ownership and management, and a summary of the firm’s qualifications. It shall also include:
 - A. Legal organizational name & address of prime contractor
 - B. Legal organizational name & address of sub-contractor’s, if any
 - C. Name, title, e-mail, telephone (land & cell) and fax number of the person authorized to commit the Proposer to the contract
 - D. Name, title, e-mail, telephone & fax numbers of the person(s) to be contacted regarding the content of the proposal, if different from above.
2. Shall include a written description of the proposer’s qualifications & experience including copies of all required licenses and certificates
3. Shall include contact names, title, address and phone numbers for at least three (3) references from the New England area, preferably from Connecticut.
4. Shall include a detailed description of the proposed display. For each sequence of the display; i.e., opening, middle and grand finale, list the quantity of shells, their diameter in inches, brief description of their effect (blue, white, shades of green, etc) and number of shells per minutes. Note special effects shells and their effects & colors. Proposers should endeavor to include any descriptive material such as photographs, audio/visual cassettes from similar shows that are representative of the type of display they are proposing.
5. Costs – All inclusive, i.e., it shall provide for all necessary labor, transportation, storage, tools, materials, equipment, consumables, and permits to conduct the Fireworks Display, as well as coordinate and cue display, fire display, clean-up and dispose of waste.

SCOPE OF SERVICES

1. **SUMMARY** – The contractor shall shoot the fireworks display from the location shown on the attached maps.
2. **PERFORMANCE STANDARDS**
 - A. The contractor shall observe & comply with the current NFPA Standard code for the public display of fireworks, the City of Torrington Fire Marshal’s office requirements and State of Connecticut Fire Marshal’s office requirements.
 - B. The Contractor shall make all arrangements to ensure timely arrival allotting sufficient set up times the day of the event.
 - C. All fireworks shells shall be preloaded and electronically fired by remote activation. Computer operation is preferred but mechanical operation is acceptable. Contractor shall provide the make and model of the firing system and provide evidence that the system is NFPA compliant.
 - D. All firework shells shall be clearly labeled for identification, and include the name & address of the manufacturer, country of origin, shell size in inches, content/effect, and if shell contains multiple projections.
 - E. All firework shells used must have been tested and assigned “EX” numbers by the appropriate regulatory agency.
3. **PROGRAM**

- A. Shells shall be fired in such a manner that ensures an uninterrupted display.
- B. The display shall be structured with a distinct opening, middle, and closing.

4. CONTRACTOR PROVIDED SERVICES

- A. Furnish, deliver, and secure fireworks to the designated point of fire.
- B. Provide sufficient number of experience technicians and support staff to set-up. Coordinate and cue display, fire display, clean-up, and dispose of waste the day of the event. Provide the firm's safety policy/plan.
- C. Provide to the City staff at least one week before the shoot a printed, detailed, itemized packing list of all shells by size and type to be used in the fireworks display. **Once the City has approved the program, the Contractor may not substitute shells without written prior approval of the City of Torrington.**
- D. Provide an on-site inventory check of shells with assigned City staff before the display. All fireworks packages shall be clearly labeled as to size, type, quantity, manufacturer, and country of origin.
- E. Provide to the Purchasing Agent at least four (4) weeks before the scheduled display, a copy of all applicable permits from the State of Connecticut, the City of Torrington and the FAA, if applicable.
- F. Provide to the Purchasing Agent at least four (4) weeks before the scheduled display, the names and job titles of all contractor and sub-contractor employees that will be working the Torrington display.
- G. Contractor shall allow the City's Superintendent of Parks & Recreation representative(s) of the Parks Department designated by the Superintendent, and the Torrington Fire Marshal total access to contractor operations at all times on the day of the display.

5. CITY PROVIDED SERVICES

- A. City police and/or Parks Department employees shall be available for patrolling the display area to maintain a safety zone.
- B. The City's Superintendent of Parks and Recreation will coordinate with the Contractor and act as a liaison for the City on matters relating to the display and to the public.
- C. City representative(s) to approve the fireworks packing list; and count & inventory all shells. The representative(s) will verify the actual number of shells delivered vs. the proposed shell count submitted in this RFP.
- D. The City Fire Marshal may verify the shell count after the show, insuring that all shells were discharged during the show.
- E. City employees WILL NOT provide assistance to Contractor for delivery, storage, set-up, execution, and clean-up.
- F. City employees WILL NOT provide meals or beverages to Contractor employees.

6. INSURANCE AND BOND

Contractor shall carry the following minimum insurance coverage(s) and provide a Certificate of Insurance to the City of Torrington before any set up or operations can begin:

1. Commercial General Liability (Form 1988 ISO Occurrence Form or equivalent)

Limits: \$10,000,000 - Each Occurrence for Bodily Injury and Property Damage

\$10,000,000 - Personal Injury

\$10,000,000 - General Liability Aggregate Limit

\$10,000,000 - Products, Completed Operations Aggregate Limit

City of Torrington must be additional insured. Coverage is to be primary and non-contributory.

The insurer shall waive all rights of subrogation against the City of Torrington for claims arising from the occupancy and use of the premises.

The additional insured and waiver endorsement forms must be attached to the certificate of insurance.

2. Automobile Liability covering all owned, non-owned and hired vehicles

Limit: \$10,000,000 - Combined Single Limit for Bodily Injury & Property Damage.

3. Statutory Workers Compensation and Employers Liability with limits of \$1,000,000 each Accident, \$1,000,000 Disease-each employee and \$1,000,000 Disease-policy limit

Any cancellation of coverage will require thirty (30) days notice to the City of Torrington, 140 Main Street, Torrington, CT 06790.

Insurance carriers providing the required insurance coverages must have an A.M. Best's financial rating of "A- VII" or better.

Any subcontractors working for you must also comply with these requirements and provide certificates of insurance to the City of Torrington.

The Contractor shall deliver one or more certificates of insurance evidencing coverage as described in this Section, including coverage required of any subcontractor, to the City upon execution of any Contract, prior to commencing any work. The Contractor shall also deliver new certificates of insurance each time the policy(s) is updated.

The City shall be named as an additional insured on the commercial general liability and business auto liability insurance policies required above, and an additional insured endorsement shall be included. As an additional insured, the City shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of the Contractor or any subcontractor.

The certificate(s) shall also stipulate that the insurance afforded the Contractor and any subcontractor shall be primary insurance and that any insurance carried by the City, its agents, officials or employees shall be excess and not contributory insurance to that provided by the Contractor or subcontractor. Coverage provided by the Contractor or subcontractor shall be primary insurance with respect to all other available sources.

The coverage requirements specified in this Section may not be changed or modified except by written agreement signed by all Parties.

All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy. Cancellation or reduction of any coverage required by this Section is grounds for termination of any Contract by the City.

**AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER
MBE'S WBE'S AND SBE'S ARE ENCOURAGED TO APPLY**

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.

BID SHEET - RFP #FWD-038-012617 FIREWORKS DISPLAY CITY OF TORRINGTON

(This page must be completed and submitted as part of your proposal package)

Company Name: _____

Primary Contact Name/Title: _____

Company Address: _____

Telephone #: _____ Fax #: _____

E-mail address: _____

The term of the agreement shall be from the contract award from the City of Torrington, and will continue until the agreed services have been completed unless sooner terminated pursuant to the terms of the agreement.

<p>Total program price inclusive of insurance, operator and transportation, (i.e. labor, transportation storage, tools, materials, equipment, consumables, Permits, coordinate & cue display, fire display, clean-up and dispose of waste):</p>		
Total Amount Proposed:	\$	
Required Deposit:	\$	
<p><u>PLEASE NOTE: Contractor to supply with submitted proposal policy in force pertaining to the postponement/cancellation of fireworks display</u></p>		
Description	% of Fireworks Display Price	Additional Costs
If notified by 12:01 AM on _____		
If notified after 12:01 AM on _____		
Once Fireworks Techs Arrive on Site		

PLEASE NOTE: Contractor's bid must include an itemized price list for all costs associated with the fireworks display.

CITY OF TORRINGTON
FWD-038-012617 FIREWORKS DISPLAY FOR CITY OF TORRINGTON
REFERENCES

(This page must be completed and submitted as part of your proposal package)

Bidder: _____

Address: _____

Company Name: _____

Organization/Agency: _____

Address: _____

Name/phone/email
of Contact Person _____

Type of work performed: _____

Company Name: _____

Organization/Agency: _____

Address: _____

Name/Phone/email
of Contact Person _____

Type of work performed: _____

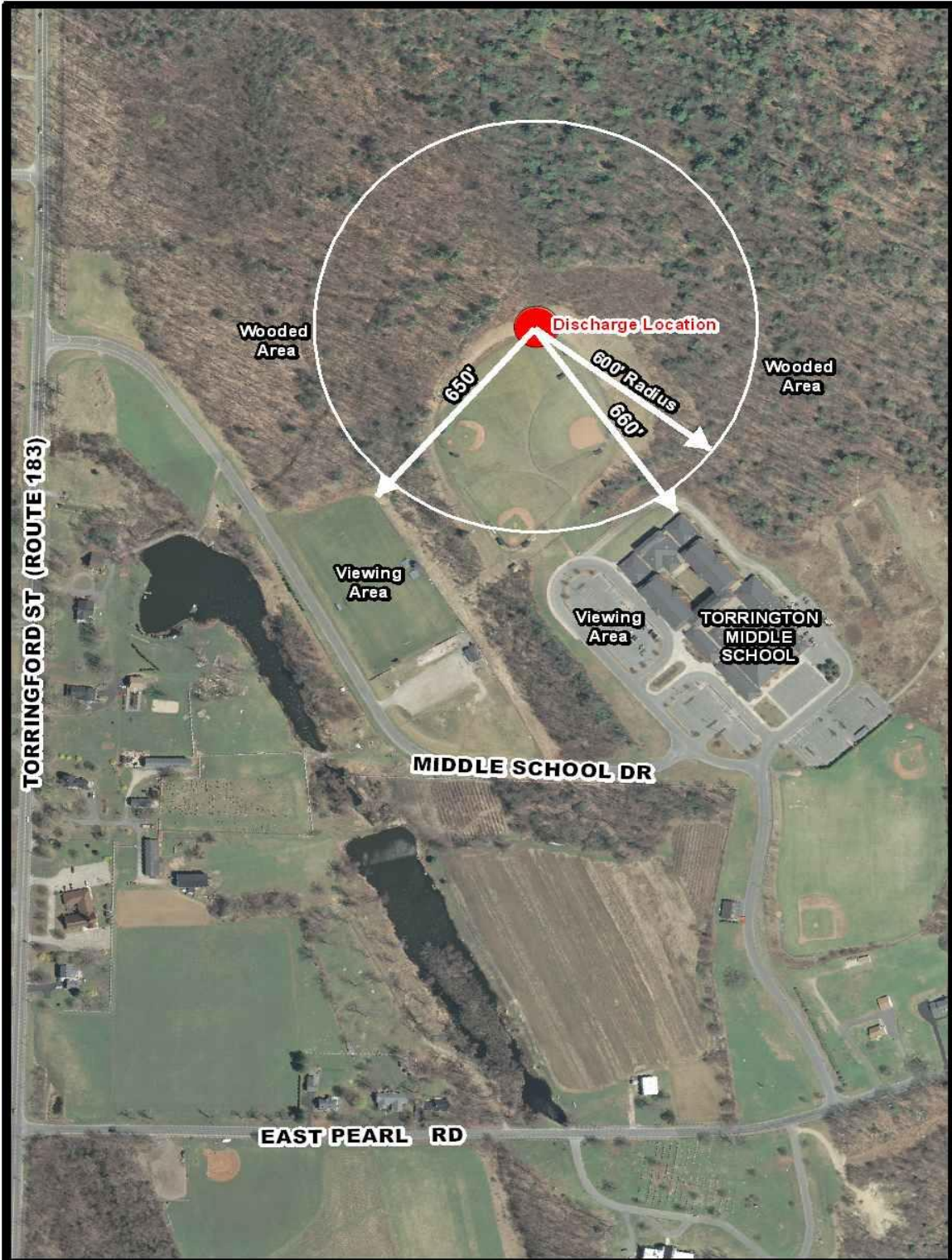
Company Name: _____

Organization/Agency: _____

Address: _____

Name/Phone/Email
Of Contact Person: _____

Type of work performed: _____



**CITY OF TORRINGTON
FIRE WORKS DISPLAY
SITE PLAN**

Location: Torrington Middle School
Middle School Drive off of Torrington St. Route 183
Torrington, CT

Date of Photo: April 2006
Printed 4/30/09 by Torrington Engineering
D:\GIS_Projects\Parcs_Recreation\Fire Works Display.MXD



OFFER AND ACCEPTANCE
FWD-038-012617
FIREWORKS DISPLAY FOR CITY OF TORRINGTON
OFFER

TO THE CITY OF TORRINGTON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-Mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to see the materials or services specified in the Contract. This Contract shall be referred to as Contract No._____.

City of Torrington

Approved as to form this _____ day _____, 2017. Awarded this _____ day of _____, 2017

As City Mayor and not personally

Exhibit A
FWD-038-012617
Fireworks Display Agreement

This agreement, dated effective _____ is made and entered into by and between the City of Torrington (“Sponsor”) and _____ (“Contractor”):

CONTRACTOR’S NAME _____

ADDRESS _____

CONTACT NAME & PHONE _____

CONTACT NAME & PHONE _____

FAX NUMBER _____

EMAIL ADDRESS _____

Whereas, the purpose of this contract is to perform a fireworks display on-site at Torrington Middle School Property, 200 Middle School Drive, Torrington, CT 06790, for a public display on July 7, 2017 (with rain date of July 8, 2017); and whereas, Contractor was selected due to a proven expertise and safety expertise, and past performance.

Therefore, in consideration of the terms and conditions contained herein and incorporated and made a part hereof, Sponsor and Contractor mutually agree to the following:

1. Scope of Work

Contractor shall conduct the following services for the Sponsor, and perform these services according to the specifications below. This body of services shall be referred to as “Display” herein and hereafter.

Contractor shall provide a complete fireworks Display, to be performed for the Sponsor on Friday, July 7, 2017 (with rain date of Saturday, July 8, 2017). Services provided by the Contractor shall be comprehensive for this purpose, and includes:

- Licensed pyrotechnic operator by the State to be in charge of the crew;
- Crew that is knowledgeable for the safe discharge of the Display;
- Design of a program with fireworks Transportation to the specified location;
- All equipment
- All pyrotechnic materials; and
- All coordination including obtaining necessary permits and licenses

- a) Contractor shall prepare Display to release at approximately 9:15 p.m. Refer to the attached map for the location of the display.
- b) Contractor may begin setup on July 7, 2017 (rain date July 8, 2017), as required by Contractor and agreed by both parties. No live fireworks will be on-site prior to this date.
- c) Display duration shall be approximately 20-25 minutes.
- d) The quantity, size, and type of the shells, comets, mines, candles, and cakes shall

be agreed upon between the two parties.

- e) The music, choreography, and theme shall be designed by the Contractor, and shall coordinate with the selected fireworks for the display.
- f) Contractor shall provide all equipment necessary to fire the Display, including but not limited to, electronics, racks, mortars, and sand.
- g) Contractor shall possess a Connecticut State Display Operators License and ATF License.
- h) Contractor shall be independently responsible for all necessary permits and
- i) Contractor has responsibility to review the Display Site conditions in advance of the event and immediately notify the Sponsor of any area that causes concern, with sufficient advance notice so that the Sponsor may correct the deficiency.
- j) Contractor shall have access to the Display Site at reasonable times before the Display in order to set up the Display. Contractor shall coordinate and schedule in advance with the Sponsor in order to obtain access to the Display Site.

2. Compensation

- a) **Total Compensation:** Total compensation shall be \$_____USD (tax exempt)
- b) Deposit due prior to the Display \$_____.
- c) Contractor shall submit invoice to Sponsor prior to Display
- d) Cancellation Terms:

Description	% of Fireworks Display Price	Additional Costs
If notified by 12:01 AM on _____		
If notified after 12:01 AM on _____		
Once Fireworks Techs Arrive on Site _____		

3. Term of Contract

- a) The term of this contract provides that the Display shall be on Friday, July 7, 2017 (with a rain date of Saturday, July 8, 2017).

4. Performance of Work

- a) Contractor shall perform Display and accomplish such tasks as identified and designated as the responsibilities of Contractor throughout this Contract. Contractor reserves the right of ownership and trade names used in or a product of the pyrotechnic Display to be performed. Any reproduction by sound, video, or other duplication or recording process without the written permission of the Contractor is not allowed.

5. Responsibilities of Sponsor

Sponsor shall provide the following at the Sponsor’s expense;

- a) A suitable site to stage the fireworks display at the identified location, including a firing and fallout zone acceptable to the Contractor in which the fireworks and fireworks debris may be exhibited, rise, and fall safely. This site shall be referred to as “Display Site”, herein and hereafter.

- b) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent access to the public not properly authorized by the Contractor to enter the Display Site.

6. Performance Standard

All duties by the Contractor or designees shall be performed in a manner consistent with accepted practices for other similar work.

7. Representations

Contractor represents and warrants that it has the requisite training, skill, and experience necessary to provide the Work and is appropriately accredited and licensed by all applicable agencies and government entities.

8. Independent Contractor

It is the intention and understanding of the parties that Contractor shall be an independent contractor and that Sponsor shall be neither liable for nor obligated to pay sick leave, vacation pay, or any other benefit employment, nor to pay any social security or other tax that may arise as an incident of employment. Contractor shall pay all income and other taxes as due. It is recognized that Contractor may/or will be performing professional services during the term for other parties and the Sponsor is not the exclusive user of Work that Contractor will provide.

9. Indemnification

Subject to limitations herein, Contractor releases and shall defend, indemnify, and hold harmless Sponsor from and against all claims, cost liabilities, damages and expenses, (including, but not limited to, reasonable attorney's fee) arising directly out of or in connection with:

- a) Any fault, negligence, strict liability or product liability of Contractor in connection with Work of this contract.
- b) Any lien asserted upon any property of Sponsor in connection with Work or this contract.
- c) Any failure of Contractor, or Work to comply with any applicable law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereafter in effect, or any government authority; or
- d) Any breach of or default under this Contract by Contractor.

As permitted by applicable law, this shall apply. However, this shall not require Contractor to indemnify Sponsor against any liability for damages arising out of bodily injury or property damages caused by or resulting from negligence of Sponsor.

10. Insurance and Bond

Contractor must provide insurance as follows:

Contractor shall carry the following minimum insurance coverage(s) and provide a Certificate of Insurance to the City of Torrington before any set up or operations can begin:

1. Commercial General Liability (Form 1988 ISO Occurrence Form or equivalent)

Limits: \$10,000,000 - Each Occurrence for Bodily Injury and Property Damage

\$10,000,000 - Personal Injury

\$10,000,000 - General Liability Aggregate Limit

\$10,000,000 - Products, Completed Operations Aggregate Limit

City of Torrington must be additional insured. Coverage is to be primary and non-contributory.

The insurer shall waive all rights of subrogation against the City of Torrington for claims arising from the occupancy and use of the premises.

The additional insured and waiver endorsement forms must be attached to the certificate of insurance.

2. Automobile Liability covering all owned, non-owned and hired vehicles

Limit: \$10,000,000 - Combined Single Limit for Bodily Injury & Property Damage.

3. Statutory Workers Compensation and Employers Liability with limits of \$1,000,000 each Accident, \$1,000,000 Disease-each employee and \$1,000,000 Disease-policy limit

Any cancellation of coverage will require thirty (30) days notice to the City of Torrington, 140 Main Street, Torrington, CT 06790.

Insurance carriers providing the required insurance coverages must have an A.M. Best's financial rating of "A- VII" or better.

Any subcontractors working for you must also comply with these requirements and provide certificates of insurance to the City of Torrington.

11. Guarantee

The Contractor hereby guarantees that all of the work, materials, and/or equipment furnished for this Contract will fully meet all requirements for quality and/or workmanship, materials, strength, and any and all other requirements of the specification.

IN WITNESS WHEREOF, The Sponsor accepts this agreement:

Sponsor: _____

Printed Name: _____

Date: _____

VENDOR NAME: _____

Printed Name: _____

Title: _____

Date: _____

12. Incorporation of Other Documents

The Contractor understands that all the terms and conditions of the "RFP #FWD-038-012617, FIREWORKS DISPLAY CITY OF TORRINGTON" attached hereto as Exhibit A is incorporated and made part of this contract except where superseded by this Contract.