



BID NO _____

ISSUE DATE _____

INVITATION FOR BID (IFB) COVER SHEET

BID TITLE: _____

SUBMISSION DEADLINE: _____ on _____

SUBMIT BID TO: City Clerk's Office
11701 Community Center Dr
Northglenn CO 80233
or
bids@northglenn.org
or
www.govbids.com

CONTACT: _____

EMAIL: _____

PHONE: _____

Bidding instructions and drawings are available at the Rocky Mountain E-Purchasing website at:
<http://govbids.com/scripts/co1/public/home1.asp>.

**MANDATORY
PREBID CONFERENCE:** _____

DATE & TIME: _____ at _____

LOCATION: _____

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions, requirements, and instructions of this bid as stated or implied, (3) the vendor warrants that he/she is familiar with all provisions of the contract documents and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (4) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (5) that the vendor listed on the bid submission must match all contract and insurance documents submitted upon award.

PRINT OR TYPE YOUR INFORMATION

Company _____ Fax Number _____

Address _____ City, State Zip _____

Contact Person _____ Title _____

Email _____ Phone _____

Signature _____

Print Name _____

INSTRUCTIONS TO BIDDERS

1. **BID NO:** _____

2. **B ID TITLE:** _____

3. **PURPOSE OF SOLICITATION:**

4. **SCHEDULE OF ACTIVITIES:** The following schedule of activities delineates the timing of the solicitation and the estimated project schedule. These dates may be subject to change at the City's discretion.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5. **BID SUBMITTAL REQUIREMENTS:** Vendors must provide the following information.

- **Cover Sheet.** Include the completed Cover Sheet.
- **Prices.** Prices must be provided on the forms provided. The vendor shall not alter forms (e.g. add or modify categories for posting prices offered) unless expressly permitted to do so. No other form shall be accepted.
- **Submission Timeline.** It is the responsibility of the submitting vendors to ensure timely receipt by the City. The City reserves the right to reject any late submittals. Bids must be received no later than _____ on _____.

6. **INTERPRETATION OF DOCUMENTS AND SPECIFICATIONS:** Wherever the word "contract" appears, it shall be held to include all the documents as listed. No less than all of the parts of the contract documents shall constitute the formal contract. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of specifications, schedules, or information sheets or the proposed contract documents, he may submit to the project manager a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by an addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any explanation or interpretation of such documents which anyone presumes to make on behalf of the City.

7. **TERMS AND CONDITIONS:** As set forth in the contract agreements and any supplemental, the following terms and conditions will apply to this Invitation for Bid, each vendor's bid and to the negotiations, if any, of any said contract. Submission of a bid in response to this IFB indicates the vendor's acceptance of the terms and conditions contained in this document and the contract.
8. **BIDDER EXPENSES:** The City of Northglenn will not be responsible for any expenses incurred by any vendor in preparing and submitting an offer.
9. **BID:** All bids must be made on the forms provided. No alterations in bids or in the printed forms thereof, by erasures, deletions, or interpolations will be acceptable unless each alteration is signed or initialed by the vendor. If initialed, the City may require the vendor identify the alteration so initialed. If mailed or delivered, each bid must be enclosed in a sealed envelope labeled with the words _____.
The bid shall be submitted to the City of Northglenn, Office of the City Clerk, 11701 Community Center Drive, Northglenn, Colorado 80233-8061.
10. **WITHDRAWAL:** A vendor may withdraw his bid at any time prior to the expiration of the final date and time set for receipt of bids. Withdrawal notification must be in written form, and must be received in the Offices of the City Clerk prior to the closing date and time.
11. **IRREVOCABILITY:** Following the time of closing, all bids will become irrevocable offers to the City and will remain as such until 90 days from date of submission. By submission of a bid, the vendor agrees to enter into a contract. In addition all quoted prices will be firm and valid up to 90 days from date of submission. The City may, in its sole discretion, release any bid and return any bonds if applicable prior to the 90 days.
12. **LATE BIDS:** Any Bids received after the Final date and time for receipt of Bids will not be accepted and will be unopened and discarded without being considered.
13. **SIGNATURES OF VENDORS:** Each vendor shall sign his bid, using his legal signature and giving his full business address. The person signing the bid must be an officer of the company or partnership. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the President, Secretary, or other persons authorized to bind it in the matter. The names of all persons signing should also be printed below the signature. A bid by a person who affixes to his signature the word, "President", "Secretary", "Agent" or other designation without disclosing his principal, may be held to be a bid of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished. Bids submitted electronically are to be typed in lieu of written signature (see the cover letter).
14. **OPEN RECORDS ACT:** Notwithstanding any language contained in a bid to the contrary, all bids submitted to the City become the property of the City. Any information considered proprietary should be marked by the vendor and as such and will be kept confidential to the extent provided by law.
15. **SALES TAX:** Vendors shall not include federal, state, or local excise, sales or use taxes in prices offered, as the City is exempt from payment of such taxes.
16. **MISTAKES IN BIDDING INSTRUCTIONS:** If the City makes a mistake in drafting the bidding instructions or any other contract documents, the City reserves the right to reject any or all bids, or to require that vendors submit an alternate bid with adjustments made to correct the error(s). Such errors will be set forth in an addendum. If the vendor has already been selected and has started performing work under the contract, and the City then discovers a mistake in the contract documents for which the City is responsible, the City may opt to reform the contract. If the mistake causes the vendor to receive compensation for materials not used in the work or for labor that would not be required for the work, the contract price shall be decreased proportionally. If the mistake causes the vendor to fail to bid on work

which must be performed in order to properly complete the contract, the City may increase the contract price to equal the proportionate increase in the cost of required materials and labor caused to the vendor. In the alternative, the City may solicit bids for such additional work, or the City may reassign such additional work to another vendor, as the City deems appropriate. Nothing in this provision shall apply to mistakes made by the vendor in completing the bid form or in performing the contract.

- 17. BID RESULTS:** Vendors desiring to know bid results must enclose a self-addressed, stamped envelope with their bid. A bid summary sheet will be mailed after the bid opening. No bid results will be given over the telephone. Vendors attending the bid opening will receive a copy of the results after the opening of the bids.
- 18. ACCEPTANCE OF BID:** It is expressly understood and agreed that the City reserves the right to reject any or all bids, to waive formalities, and accept the bid which appears to be in the City's best interest.
- 19. APPEAL OF AWARD:** Solicitations will be awarded based on multiple criteria, price being just one of the conditions. Vendors can review the solicitation's special terms and conditions for information on evaluation criteria. Vendors may appeal the award decision by submitting, in writing, to the City of Northglenn, a request for reconsideration within 7 calendar days after the posting of the Notice of Intent to Award, provided that the appeal is sought by the vendor prior to the City finalizing a contract with the selected vendor. Vendors who were deemed non-responsive are ineligible to participate in the appeal process.
- 20. DEFENSE OF SUITS:** In case any action at law or suit in equity is brought against the City, any officer, employee, or agent thereof, for or on account of the failure, omission, or neglect of the vendor to do and perform any of the covenants, acts, matters, or things by this contract undertaken to be done or performed, or for the injury or damage caused by the negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material, men or suppliers or machinery and parts thereof, equipment, power tools and supplies incurred in the fulfillment of the contract, the vendor shall indemnify and save harmless the City, officers, employees, and agents of the City, of and from all losses, damages, costs (including attorney's fees), expenses, judgments, or decrees whatever arising out of such action of suit that may be brought as aforesaid.
- 21. CONTRACT NEGOTIATIONS:** If the City decides to proceed and to negotiate a contract, the City intends to provide written notification to the vendor whose bid is deemed by the City to be in the best interests of the City and the City will attempt to negotiate a contract with the selected vendor(s) on terms and conditions stated in this IFB or in the successful vendor's bid, but shall also include terms and conditions later negotiated. If the City and the successful vendor are unable to execute a contract and the vendor has been notified that it is the successful vendor then the City may cease all discussions with the (first) successful vendor without any further obligation to that vendor and select another (second) vendor as the successful vendor. If the (second) vendor is rejected, as per the terms above, then the City, without any further obligation to that vendor, may select another (third) vendor as the successful vendor and so on, or the City reserves the right to reject all bids and re-bid.

BID FORM

City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

BID: Pursuant to the "advertisement for bids" for the above named project, and being familiar with all contractual requirements therefore, the undersigned bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, transportation, services and all other things necessary for the completion of the contractual work, and perform the work in accordance with the requirements and intent of the contract documents, within the time of completion set forth herein, for, and in consideration of the following prices.

Proposal of _____ (hereinafter called **BIDDER**) organized and existing under the laws of the State of _____ doing business as _____*.
To the **CITY OF NORTHGLENN** (hereinafter called **CITY**). In compliance with your advertisement for bids, **BIDDER** hereby proposes to perform WORK on

_____ - _____

in strict conformance with the **CONTRACT DOCUMENTS**, within the time set forth therein, and at the prices stated below.

By submission of this **BID**, each **BIDDER** certifies, and in case of a joint **BID** each party thereto certifies as to his own organization that this **BID** has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this **BID** with any other **BIDDER** or with any competitor.

BIDDER hereby agrees to commence **WORK** under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the **PROJECT** as indicated in the General Conditions.

BIDDER acknowledges receipt of the following **ADDENDUM**:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

Sub-contractors (if any): Work they will perform:

1. _____ Email: _____

2. _____ Email: _____

3. _____ Email: _____

Please provide a complete and accurate list of at least three references and contact phone numbers:

1. _____ Phone: _____

Email: _____

2. _____ Phone: _____

Email: _____

3. _____ Phone: _____

Email: _____

Respectfully submitted,

(Seal, if Bid is by a Corporation)

Attest

Signature

Address

Title

Date

License Number
(If Applicable Signature)

Phone Number

BID SUMMARY

(Vendor Name)

Hereby submits to the City of Northglenn, Colorado the following bid items complete and in place as specified for the:

ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST

TOTAL FOR ALL ITEMS _____

TOTAL IN WORDS _____

BID SPECIFICATIONS

EXHIBIT A

The City of Northglenn is requesting written proposals for the provision of a pyro-musical display using close proximate fireworks – including set-up and take down, firing, insurance and equipment necessary to electronically fire the display on July 4th 2019, 2020, and 2021 (three year contract, subject to annual appropriation). The alternated date is July 5th if there is a delay due to inclement weather.

The fireworks are to be shot off of Webster Lake which is slightly less than ½ mile in diameter located on 117th and Community Center Drive, Northglenn, Colorado. In previous years, the fireworks were fired off of up to eight barges set up on the lake. The show should be approximately 14 to 18 minutes long and creative with upbeat contemporary patriotic music that is well choreographed to the fireworks as they are shot. The City of Northglenn will work with the vendor to select the music used for the fireworks show.

Please provide a proposal addressing the minimum requirements, and materials and pyrotechnicians fee both covering what shall be paid in 2019, plus any changes for 2020, 2021 so that the total fee can be included in the budget for those years. Our most recent contract was for a fee of \$40,000 annually from 2016-2018.

The program should use products that will create vibrant color and exciting effects that will reach high above the area for all to see. The show design shall showcase synchronized effects such as comet and mine fronts launching from multiple angles that will fill the sky and shall concentrate on a spectacular finale. The show shall be timed to music and that music shall be provided by pyrotechnics company. The audience is very close to the Webster Lake shoot site. The site for the display is owned by the City.

MINIMUM REQUIREMENTS:

1. Be a full service pyrotechnic company holding all of the required federal explosive and transportation permits as well as Colorado transportation, Wholesale, Display Retail and pyrotechnic/display operator licenses.
2. Communicate with North Metro Fire Rescue District to satisfy permit requirements of the local fire authority.
3. Provide a Product Listing.
4. Provide transport and set-up of pyrotechnic materials at the shoot site on July 3rd in the morning.
5. Provide the truck that the equipment and materials will be stored in between delivery of product, firing of the fireworks, and take down.
6. Provide the barges used for the fireworks.
7. Provide alternate date requirements in case of a weather delay.
8. Provide the services of a qualified pyrotechnician and appropriate on-site team of 6 to 8 experts for set-up, firing and take down of the show. The barges shall not be deployed in the lake prior to July 4th at 5:00 PM allowing the city use of the lake for pedal boat and other July 4th activities. At or following July 4th, 5:00 PM the lake will be available to being anchoring the guidewire from points on the east and west to hold the barges in place.
9. Provide a motorboat to move the barges holding the fireworks on and off the lake.
10. Ensure that the barges can be safely and quickly moved and anchored in the lake.

11. Provide a takedown plan with adequate staff to remove the barges from the lake and all equipment from the park after the show. This plan must be shared with the Event Planner and Parks Foreman at the meeting prior to the event.
12. Meet all insurance requirements including \$1,000,000.00 General Liability Coverage, with the City of Northglenn and North Metro Fire Rescue additionally insured.
13. The contractor will work with the City of Northglenn Parks Foreman to ensure that the park remains in good condition. This will include communication when entering and leaving the park in the storage truck to ensure that trees, turf, and water lines are not damaged.

REQUIRED SUBMITTALS FOR FIREWORKS DISPLAY PERMITS

These items are to be provided by the fireworks vendor:

1. Copy of the public liability insurance in the amount of \$1,000,000.
2. Copy of the invoice from the supplier of the fireworks to be fired. This must show the number of pounds of products and the size and type of shells to be fired.
3. Copy of Colorado PUC: "Hazardous Materials Transportation Permit", used by the transporters and handlers of the fireworks.
4. Copy of Colorado Division of Fire Safety Licenses for all Display and Pyrotechnic operators working at the site.
5. Copy of Pyrotechnics Guild International Certificate that indicates at least one on-site operator has successfully completed the Display Fireworks Shooters Safety Certification Program.
6. A letter from the company providing information on their personnel involved with the display, including their training and qualifications.
7. Pre-site meeting: The lead pyrotechnician must meet with a fire department inspector and city staff eight weeks prior to the event at the display site for the Pre-Site Meeting to discuss the display and procedures at the launch site, as well as security and other issues (new vendors).
8. Pre-event meeting: The lead pyrotechnician must meet with the fire department inspector and city staff one week prior to the event at the display site to discuss any last minute changes and to sign the permit for the event.
9. Submittal of MSDS sheets on the products used at the site that are potential "Hazardous Materials" under the North Metro Fire Rescue District's Hazardous Materials compliance program.

These items will be provided by the City.

1. Completed fireworks display permit application.
2. Copy of city and county display permit.
3. Sound equipment, production and technicians.
4. One or two pedal boats from 5:00 PM until the end of the show to assist team in moving barges onto, and off of, the lake.
5. Overnight security of the fireworks on July 3rd (and July 4th if needed due to inclement weather delay).
6. A scale drawing of the shoot site showing the setbacks to property. This drawing will include the location of the on-site set up area and on-site trash disposal.