



**TOWN OF
NORTH KINGSTOWN, RHODE ISLAND**

**100 FAIRWAY DRIVE
NORTH KINGSTOWN, R.I. 02852-5762
PHONE: (401) 294-3331
FAX: (401) 583-4140**

INVITATION FOR BIDS

**Town of North Kingstown
Annual 4th of July Fireworks Display (2024-2026)**

*Sealed proposals for the above will be accepted in the Office of the Purchasing Agent, Town Municipal Offices, 100 Fairway Drive, North Kingstown, RI 02852, until 10:00am on Wednesday June 14, 2023, and will then be publicly opened read aloud.

NO BIDS WILL BE ACCEPTED AFTER THE WEDNESDAY JUNE 14 2023, 10:00AM DEADLINE.

**Note: There will be a Optional pre-bid meeting at the Municipal office on
Wednesday May 24, 2023 at 10:00am**

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO MONITOR THE TOWN'S WEBSITE FOR ANY SUBSEQUENT BID ADDENDUM. NO ADDENDA WILL BE ISSUED OR POSTED WITHIN FORTY-EIGHT (48) HOURS OF THE BID SUBMISSION DEADLINE.

A OPTIONAL PRE-BID CONFERENCE IS SCHEDULED FOR 10:00AM ON Wed May 24, 2023, MEET AT MUNICIPAL COURTROOM

All questions are to be submitted in writing via email to: Tim McDavitt, Purchasing / Finance: tmcdavitt@northkingstownri.gov NO LATER than Friday, May 26, 2023, at 4:00pm to post any necessary Addendum in a timely manner. NO QUESTIONS WILL BE ACCEPTED AFTER THIS DATE

The bid will be evaluated as to R.I.G.L. 45-55-5.2 "Competitive Sealed Bidding" and the award shall be made on the basis of the lowest evaluated or responsive bid price.

Specifications may be obtained at the Purchasing Agent's Office at address listed above.

A certificate of Insurance showing \$1 million General Liability and \$1 million Any Auto, with the Town being named as an additional insured, Worker's Compensation, with a waiver of subrogation will be required of the successful bidder.

The Town of North Kingstown reserves the right to reject any or all proposals or parts thereof; to waive any formality in same, or accept any proposal deemed to be in the best interest of the Town.

The Town of North Kingstown will provide interpreters for the hearing impaired at any pre-bid or bid opening, provided a request is received three (3) days prior to said meeting by calling 294-3331, ext. 142.

Tim McDavitt, Purchasing Agent

***PLEASE SUBMIT AN ORIGINAL and (1) ELECTRONIC COPY-(Thumb drive)**

SELECTION CRITERIA

The bid will be evaluated as to R.I.G.L. 45-55-5.2 “Competitive Sealed Bidding”, and the award shall be made on the basis of the lowest evaluated or responsive bid price.

The following factors will be considered in determining the lowest evaluated or responsive bid price:

Bid Price;

Meets or exceeds bid specifications;

Delivery date;

Warranty/Guarantee;

Past performance by brand name bid;

Early Payment Discount.

TOWN OF NORTH KINGSTOWN, RHODE ISLAND INFORMATION FOR BIDDERS

ARTICLE 1. RECEIPT AND OPENING OF BIDS

Sealed bids must be submitted in SEALED ENVELOPES, addressed to the Purchasing Agent, Town Hall, 100 Fairway Drive, North Kingstown, Rhode Island 02852, and clearly marked with the name of the item bid, and the date and time of opening. Bids will be received by the Purchasing Agent up to the specified time as noted on the Invitation to Bid, and publicly opened and read aloud at the specified time.

It is the bidder's responsibility to see that his bid is delivered within the time and at the place prescribed. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to any officer or person for the premature opening of a proposal not properly addressed and identified.

Any bid received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by the Town that such non-arrival before the time set for opening was due solely to delay in the mails for which the bidder is not responsible. Conditional or qualified bids will not be accepted.

ARTICLE 2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. Erasures or other changes must be explained or noted over the signature of the bidder.

Each bid must be submitted in sealed envelopes, clearly labeled, so as to guard against opening prior to the time set therefore.

The Town may consider any bid not prepared and submitted in accordance with the provisions hereof and reserves the right to reject any or all proposals in whole or in part, toward any item, group of items, or total bid; to waive any technical defect or formality in same, or to accept any proposal deemed to be in the best interest of the Town.

ARTICLE 3. TELEGRAPHIC MODIFICATION

Telephonic, telegraphic or oral bids, amendments or withdrawals will not be accepted.

ARTICLE 4. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or by written request at any time prior to the time specified for the opening. Bids may be modified in the same manner. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modifications of his bid after such bid has been opened.

ARTICLE 5. QUALIFICATIONS OF THE BIDDER

The Town reserves the right to request each bidder to present evidence that he is normally engaged in purveying the type of product or equipment bid on. No bid shall be considered from bidders who are unable to show that they are normally engaged in purveying the type of product or equipment specified in the bid proposal.

To receive full consideration, the bidder must submit literature and necessary details, when applicable, on the material or service he proposes to furnish in order that the Town may have full information available when analyzing the proposals.

ARTICLE 6. OBLIGATIONS OF THE BIDDER

At the time of opening of bids, each bidder will be presumed to have inspected the Specifications and Contract Documents (including all addenda) which has been sent to the address given by such bidder. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

Any exceptions or deviations from the provisions contained in this Specification must be explained in detail and attached to proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the Town, the proposal will receive careful consideration.

ARTICLE 7. "OR EQUAL" BIDDING

The Town intends to permit liberal scope in bidding and specifically does not intend to limit bidding to any one make or model. Whenever a material, article or piece of equipment is identified by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any proposed material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided it is in the opinion of the Town to be of equal substance and function.

ARTICLE 8. PRICES

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between unit prices and the extended totals, the unit prices shall govern. In the event that there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

The prices in this bid shall be irrevocable for ninety (90) days, or until the bid is awarded by the Town Council. After award by the Town Council, said prices shall then remain firm for the duration of the Contract.

ARTICLE 9. TAX EXEMPTIONS

The Town is exempt from payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para. I, as amended. The Town is exempt from payment of Federal Excise Taxes. The prices bid must be exclusive of taxes and will be so construed. Exemption certificates will be completed as required by the successful bidder.

ARTICLE 10. CONTRACT PERIOD AND TERM OF AGREEMENT (*When Applicable to Bid*)

Contract period: ONE (1) CALENDAR YEAR from date set in the Notice to Proceed, with options for years two and three awarded, contingent upon satisfactory performance by the vendor. If financially advantageous to the Town of North Kingstown, these contracts may be renewed or extended, from time to time, when agreed to, in writing, by both parties.

ARTICLE 11. LABOR REGULATIONS (*When Applicable to Bid*)

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these specifications:

- a.** Contractors shall comply with the provisions of the General Laws of Rhode Island and attention is called to Title 37, Chapter 13, Section 1-16, relative to the payment of wages, obligations and charges by Contractors on public works projects.
- b.** Non-resident Contractors are subject to Section 44-1-6 of the Rhode Island General Laws, as amended. (OUT OF STATE CONTRACTORS.)
- c.** The successful bidder will be required to comply with the Davis-Bacon Act (40USC 2 to a-7) as supplemented by Department of Labor regulations (29CFR Part 5).
- d.** The successful bidder will be required to comply with the Contract Works Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor Regulations (29CFR, Part 5).
- e.** The successful bidder will be required to comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- f.** The successful bidder will be required to comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
- g.** The successful bidder will be required to comply with the Safety and Health regulations (29 CFR, Part 1926 and all subsequent amendments) as promulgated by the Department of Labor.
- h.** The successful bidder will be required to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

ARTICLE 12. INSURANCE (*When Applicable to Bid*)

The Vendor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, his operations under the contract and shall be responsible for the proper care and protection of all work performed for the Town.

The Vendor shall also indemnify and save harmless the Town of North Kingstown against any and all claims of whatever kind and nature due to, or arising out of, his breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of his bid.

The Vendor shall furnish the Purchasing Agent with certificates of insurance from companies acceptable to the Town of North Kingstown. All insurance companies listed on certificates must be licensed to do business in the State of Rhode Island. The Vendor shall provide a certificate of insurance as specified in the bid specifications. Contracts of insurance (covering all operations under this contract) shall be kept in force until the contractor's work is acceptable by the Town.

The limits of the insurance must be at least in the amounts specified below;*

1. Commercial General Liability-Occurrence Form \$1,000,000/\$1,000,000.
2. Automobile Liability - \$1,000,000. With both of the above naming the Town as additional insured.
3. Worker's Compensation (if legally allowed and available). Waiver of subrogation applies to Worker's Compensation

The Vendor shall secure, pay for and maintain insurance as necessary to protect himself against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner.

ARTICLE 12. LAWS, ORDINANCES, AND CODES

All applicable Federal and State Laws, Ordinances and Codes of the Town of North Kingstown and regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.

The Town of North Kingstown will not award the Contract to any Contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United State Department of Labor, or is not qualified under applicable Ordinances of the Town of North Kingstown, or the laws of the State of Rhode Island.

**North Kingstown – Recreation Department
Annual 4th of July Fireworks Display (2023)
Technical Specifications**

**Note: There will be a Optional pre-bid meeting at the Municipal office on
Wednesday May 24, 2023 at 10:00am**

Intent:

The Town of North Kingstown is soliciting bids for a fireworks display to take place as part of its annual Fourth of July celebration; alternative date of July 3 (with a rain date of Friday July 5 or 6) The selected firm will be responsible for providing the proper insurance, personnel, and materials to professionally administer a minimum of a thirty (30) minute display in the Town of North Kingstown, Rhode Island at North Kingstown Town Beach.

The display must be a continuous display with no significant breaks between shells. Electronic controlled displays are required.

The Fireworks display is required to be shot off a barge (see attached location). The Town will reserve the option to choose the vendor to secure a barge for the display to take place off the North Kingstown Town Beach.

Timeline:

Date: July 4; alternative date of July 3 (with a rain date of Friday, July 5 or 6 or there about). The display will start at approximately 9:00 P.M.

Bid Requirements:

All bidders are required to submit the following insurance documentation with their bid:

- Proof that the insurance company is licensed to issue insurance in the State of Rhode Island.
- Proof of general liability coverage – general aggregate \$1,000,000 and \$1,000,000 each occurrence (supersedes the amount listed in the Standard Instruction to Bidders). *This insurance is provided to satisfy claims for damage to property or persons resulting from the possession or use of display fireworks and aerial consumer fireworks and/or pyrotechnics. The local fire authority may require additional financial responsibility as he or she may deem necessary due to existing conditions.*
- The Town of North Kingstown must be listed as additional insured for **all** General and Auto Liability coverage
- Insuring companies must be authorized to issue insurance in the State of Rhode Island
- Employers Liability Insurance \$100,000/500,000/100,000
- Workers Compensation – Rhode Island Statutory Limits

- The Certificate of Insurance must define nature of coverage as fireworks display
- The final, approved, original certificate(s) of insurance must be in the possession of the Town of North Kingstown personnel no later than **June 1** with the policy effective dates the same day or sooner.
- Clerical errors or omissions on certificates of insurance will not be acceptable
- **Policy expiration dates must not be sooner than date of display**
- A statement indicating the number of insurance claims for the past three (3) years. Please include the names of the towns where the displays were fired and a brief description of the claim.
- A written statement granting the Town of North Kingstown permission to verify claim information with your insurance agent (even if your company has had no claims).

Other requirements due to Fire Marshall/Town Clerks Office by June 1 of the year of display:

As required by law North Kingstown Fireworks Application must be Completed with the following information attached:

Vendor must provide proof of a valid Certificate of Competency issued by the Rhode Island State Fire Marshal.

- Vendor Photo ID
- Vendor must provide a list of shells by name, size and EX number.
- Describe the sequence of the show, the firing rate in shells per minute, and the expected duration of the entire show. **The display must be a continuous display with no significant breaks between shells. Preference will be given to bids that display a high degree of creativity.**
- Vendor must provide a glossary of terms for descriptions used including colors and sequences within the shells.
- Describe the sequence of the show, the firing rate in shells per minute, and the expected duration of the entire show. **The display must be a continuous display with no significant breaks between shells. Preference will be given to bids that display a high degree of creativity.**
- Vendor must provide a glossary of terms for descriptions used including colors and sequences within the shells.
- Vendor must provide date of incorporation/partnership, names and addresses of present officers, number of shows produced in the past three years, and number of shows fired in the past three years.

- Description of staffing that will be onsite for display setup and firing.
- Vendor may be required to secure a barge and permits for the display to take place off the North Kingstown Town Beach.
- Description of how the display will be fired. **Electronic controlled displays are required**

General Provisions:

1. The successful vendor will be required to attend a pre-event meeting to discuss layout, site requirements, and other factors deemed necessary to ensure a successful display.
2. Successful vendor will provide inspection of the display site with search lights for live dud material immediately after the fireworks display. **In addition, the successful bidder will return to the site by 9 a.m. the next day to complete a final inspection for any dud materials and final cleanup of all fireworks materials and storage containers.**
3. Successful vendor is responsible for obtaining all required state and local permits.
4. Successful vendor is responsible for set up & removal of the barge (if bidding on barge) to do so accordingly must be in coordination with local authorities and fireworks/barge vendor
5. The Town North Kingstown will provide the following:
 - Fire, police, rescue, and crowd control
 - Crowd barriers
6. The display must be a minimum of thirty (30) minutes in length with continuous firings.

Shipping Requirements:

Materials to be shipped in cartons must meet Department of Transportation specification 12B-65 for Special Fireworks. Delivery must be made on the day of the show. No storage facilities are available. The Town of North Kingstown reserves the right to inventory the materials prior to the display.

Barge Requirements:

Minimum of 2500 square feet

Vendor must comply with NFPA 1123 Code for Fireworks Display

See Chapter 6 Floating Vessels and Floating Platforms:

- 6.1 General.
- 6.1.1 The intent of this chapter shall be to provide guidance for the display of fireworks from floating vessels and floating platforms. 6.1.2 Floating vessels and floating platforms shall be permit-~~ted~~ to be manned or unmanned, provided that the pyrotechnic crew remains in control of the site and firing of the display.
- 6.1.3 Floating vessels and floating platforms shall be held in control at all times, whether self-propelled, controlled by another vessel, or secured by mooring or anchoring.

- 6.2 Construction.
- 6.2.1* Floating vessels and floating platforms shall be of sufficient strength and stability to safely allow the firing of the display.
- 6.2.2 The types of fireworks and placement of the fireworks launch tubes and accompanying equipment shall be such that, when fired, the stability of the site structures and seaworthiness of the floating vessels or platforms shall not be jeopardized.
- 6.2.3 Floating vessels and floating platforms that are manned during electrical firing shall have a safety shelter meeting the following requirements:

(1) It shall be of sufficient size to accommodate all personnel present during the actual firing of the display.

(2) It shall have a minimum of three sides and a roof.

(3) It shall have walls and a roof constructed of at least 3/4 in.(19 mm) plywood or equivalent material.

6.3 Platform Sizing Requirements.

6.3.1* Criteria for Sizing. The minimum size for the floating vessel or floating platform for electrically fired programs that are manned shall be based on the area for the setup of the display plus the area for the

Substitutions:

Substitutions/replacement of shells will be limited to 10% of each shell size.

Additional Notes:

All information requested in the bid specifications must be provided. Incomplete bids may be rejected by the Town.

The Town may or may not select the optional display with the barge, based on bid prices and funds availability.

Once the bid has been awarded there will be a Optional pre-meeting held to discuss the Fireworks display organization

**North Kingstown – Recreation Department
Annual 4th of July Fireworks Display 2024**

BID FORM

Bid item #1: Fireworks Display:

Minimum of:

3-inch shells 500

4-inch shells 220

5-inch shells 120

6-inch shells 75

8-inch shells 15

6 multi shot specialty barrages (cakes)

_____ \$ _____
(written) (figures)

Bid item #2: Fireworks Display with barge (OPTION):

_____ \$ _____
(written) (figures)

BUSINESS NAME: _____

ADDRESS: _____

DISPLAY DATE: _____ ALTERNATE DATE: _____ (rain date)

SIGNED: _____ TITLE: _____

PRINT NAME: _____ DATE: _____

PHONE: _____ FAX: _____

EMAIL: _____ FIN: _____
(Federal ID No)

**North Kingstown – Recreation Department
Annual 4th of July Fireworks Display 2025**

BID FORM

Bid item #1: Fireworks Display:

Minimum of (we prefer the show to grow slightly annually) :

3-inch shells 500

4-inch shells 220

5-inch shells 120

6-inch shells 75

8-inch shells 15

6 multi shot specialty barrages (cakes)

_____ \$ _____
(written) (figures)

Bid item #2: Fireworks Display with barge (OPTION):

_____ \$ _____
(written) (figures)

BUSINESS NAME: _____

ADDRESS: _____

DISPLAY DATE: _____ ALTERNATE DATE: _____ (rain date)

SIGNED: _____ TITLE: _____

PRINT NAME: _____ DATE: _____

PHONE: _____ FAX: _____

EMAIL: _____ FIN: _____
(Federal ID No)

**North Kingstown – Recreation Department
Annual 4th of July Fireworks Display 2026**

BID FORM

Bid item #1: Fireworks Display (we prefer the show to grow slightly annually):

Minimum of:

3-inch shells 500

4-inch shells 220

5-inch shells 120

6-inch shells 75

8-inch shells 15

6 multi shot specialty barrages (cakes)

_____ \$ _____
(written) (figures)

Bid item #2: Fireworks Display with barge (OPTION):

_____ \$ _____
(written) (figures)

BUSINESS NAME: _____

ADDRESS: _____

DISPLAY DATE: _____ ALTERNATE DATE: _____ (rain date)

SIGNED: _____ TITLE: _____

PRINT NAME: _____ DATE: _____

PHONE: _____ FAX: _____

EMAIL: _____ FIN: _____
(Federal ID No)

