



VILLAGE OF SCHAUMBURG

MUNICIPAL CENTER / 101 SCHAUMBURG COURT / SCHAUMBURG, IL 60193-1899  
847.895.4500 / TDD 847.923.4435 / FAX 847.895.7806 / WWW.CI.SCHAUMBURG.IL.US

October 23, 2018

Subject: Request for Proposal – # PCA-109 19

From: Jan Williams, CPPB, Buyer  
Purchasing Division

The Village of Schaumburg IL has a current sealed proposal opportunity for the **Septemberfest Fireworks Services**. Proposals are due no later than 1:00 p.m. on Friday, November 16, 2018.

*Proposals shall be submitted in sealed envelopes clearly identified with the Respondent's name, address, subject matter and project number of proposal as indicated in the specification, and designated date and time the proposals are due. **Absolutely NO electronic proposals will be accepted.***

Village bids and proposals are available on-line via the village's internet web site. The instructions for accessing this site and down loading the PDF files have been provided on page two of this notice.

It is extremely important that you immediately notify the Purchasing Division via e-mail to [jwilliams@schaumburg.com](mailto:jwilliams@schaumburg.com) if your firm intends to submit a response to the electronic document. This step is necessary to establish a communication link between the village and the Respondent so that any addenda or other relevant information may be transmitted properly. The Respondent, not the village, is responsible for obtaining any addenda to the original specification when the Respondent chooses the option of downloading electronic files. Addenda and other relevant information will be posted on the *Business to Government-Commerce and Bid Information* web page.

Documents may also be obtained at the Village of Schaumburg, Purchasing Division, 101 Schaumburg Ct., Schaumburg, IL from of 9:00 a.m. to 4:00 p.m., Monday through Friday. **If there are blueprint plans with the project, the files will be provided in CD format, not paper.**

**Please complete the information requested below and return via e-mail to [jwilliams@schaumburg.com](mailto:jwilliams@schaumburg.com).**

Our firm has obtained the electronic PDF file for the **Septemberfest Fireworks Services** and will be submitting a sealed response.

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Complete Mailing Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

The Village of Schaumburg's internet web site provides purchasing related information for current & future village suppliers.

**IMPORTANT! Vendors that download and print documents from this web site are responsible for obtaining ALL files associated with the individual bids or proposal. In order to maintain the line of communication, vendors intending to respond to a bid or proposal document must provide the Purchasing Division with all company contact information via e-mail to [jwilliams@schaumburg.com](mailto:jwilliams@schaumburg.com).**

**To access the Village of Schaumburg website:**

- Logon to: [www.villageofschaumburg.com](http://www.villageofschaumburg.com), the main page of the village's web site.

The **Business to Government** page provides general information and access to the village's *Vendor Registration Form, Freedom of Information Form*, and several purchasing related links. To find this page, single click on the left side of the main website page.

The **Current Requests for Bids and Proposals** page provides access to downloadable PDF bid and proposal documents.

Please read the instructions entirely. Below the instructions is a list of bid & proposal opportunities. Access any of the listed projects by single clicking on the individual **TITLE**. A complete detail of the specific project will open up. All document files related to the specific project will be provided as PDF at the bottom of the detail page.

The **General Terms and Conditions** page provides answers to frequently asked questions concerning how to do business with the Village of Schaumburg. To find this page, single click on the left side of the *Business to Government* web page.

The **Procurement Processes** page provides an explanation of the processes utilized by the Village of Schaumburg for procurement of goods and services. To find this page, single click on the left side of the *Business to Government* web page.

**Village of Schaumburg  
Legal Notice  
Request for Proposal**

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The Village of Schaumburg, IL will accept sealed proposals for the **Septemberfest Fireworks Services**.

Specifications and all Contract Documents are available on-line on the Village of Schaumburg's Purchasing Division web page at [www.villageofschaumburg.com](http://www.villageofschaumburg.com) under **Bids & Proposals**. They may also be obtained from the Village of Schaumburg, Purchasing Division, Atcher Municipal Center, 101 Schaumburg Ct., Schaumburg, IL, 60193 during the hours of 9:00 a.m. to 4:00 p.m., Monday through Friday. Prices quoted must be valid for a minimum of 90 days from the date of the proposal opening.

Sealed proposals will be received by Jan Williams, CPPB, in the Purchasing Office, at the above address until **1:00 p.m. Friday, November 16, 2018**.

The Village of Schaumburg reserves the right to reject any and all proposals or to waive any technicalities, discrepancies, or information in the proposals. The Village of Schaumburg does not discriminate in admission, access to, treatment, or employment in its programs and activities.

General questions regarding this Legal Notice shall be directed to Jan Williams, CPPB, Purchasing Office, at (847) 923.4512. **All detailed questions concerning the actual proposal specification are to be forwarded in writing via e-mail to [jwilliams@schaumburg.com](mailto:jwilliams@schaumburg.com) no less than five (5) business days prior to the scheduled opening date.**

Following review and the Purchasing Division's receipt of an award recommendation, contract awards will be posted on the Village of Schaumburg's Internet web site <http://www.villageofschaumburg.com>.

Oscar Martin III  
Purchasing Manager

## EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this contract, the contractor agrees as follows:

- 1. That** it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- 2. That**, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3. That**, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.
- 4. That** it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- 5. That** it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- 6. That** it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- 7. That** it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1,5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The Village of Schaumburg does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities.

## STANDARD CONDITIONS

**Contract Documents:** Any drawings, plans, standard conditions, special conditions, supplemental additional conditions, specifications, proposal notice, proposal sheet, and addendum, if any, as specified herein shall form the "Contract Documents." For the purpose of this proposal, the word "Village" shall refer to the Village of Schaumburg and the word "Proposer" shall refer to any person, company, or entity submitting a proposal. Any work shown or described in one of the documents shall be construed as if described in all the documents.

**Interpretation of Contract Documents:** Each request for interpretation of the Contract Documents shall be made in writing addressed Purchasing Division, 101 Schaumburg Court, Schaumburg, IL 60193 and shall be received at least five (5) business days prior to the schedule opening date of the proposal. Interpretations and supplemental instructions will be in the form of written addenda to the Contract Documents.

**Electronic Proposal Documents:** Proposers that download PDF documents from the Village of Schaumburg's Purchasing Division internet web page must immediately notify the Purchasing Division via e-mail to [jwilliams@schaumburg.com](mailto:jwilliams@schaumburg.com) if they intend to submit a response to the proposal documents. This step is necessary to establish a communication link between the Village and the Proposer so that any addenda or other relevant information may be transmitted properly. The Proposer, not the Village, is responsible for obtaining any addenda to the original specification when the Proposer chooses the option of downloading proposal files. Addenda and other relevant information will be posted on the *Current Requests for Bids and Proposals*, project specific, web page.

**Submittal of Proposal:** Proposals must be submitted to the attention of Jan Williams, CPPB, at the above address no later than 1:00 p.m. on Friday, November 16, 2018. Proposals arriving after the specified time will not be accepted. Mailed proposals which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Proposers should carefully consider all delivery options (US Postal Service, UPS, Federal Express, private delivery service, etc.) and select a method that will successfully deliver their proposal by the required time and date. Proposals shall be submitted in **sealed envelopes** carrying the following information: Proposers name, address, subject matter and project number of proposal as indicated in the specification, and designated date and time the proposal is due.

**Withdrawal of Proposal:** Proposers may withdraw or cancel their proposal, in written form, at any time prior to the scheduled time the proposals are due.

**Proposers Qualifications:** No award will be made to any Proposer who cannot satisfy the Village that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The Village's decision or judgment on these matters shall be final, conclusive, and binding.

**Preparation of Proposal:** The Proposers submittal shall include all requirements of the specification as found in the Contract Documents. The Village will strictly hold the Proposer to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the Proposer.

**Compliance with Laws:** The Proposer shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of proposals or the performance of the contract.

**Alternates:** Any reference in these specifications to manufacturer's name, trade name, or catalog number, unless otherwise specified, is intended as a standard only. The Village's written decision of approval or disapproval of the proposed substitute shall be final.

Alternate proposals will be considered only if received at the time stated for receipt of proposals. Submit alternate proposals in a sealed envelope, identified as required for proposals except that the phrase **Alternate Proposal** shall be used. Proposers are cautioned that, if the alternate proposal involves an increase in the proposal sum, the proposal deposit, **if required**, shall be ample or be increased to cover the alternate base proposal sum or the entire proposal may be rejected.

**Freedom of Information Act (FOIA):** The Village is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All contractors used by the Village may be in possession of records covered by this act and therefore will be required to provide the Village with those records upon request and within the time frame of the Act.

**Confidentiality:** As a public agency, the Village is required to adhere to Freedom of Information Public Act 96-542. If a responding firm intends to request confidentiality on any portion of a proposal, the submittal shall also include a redacted copy of the proposal. Limited redactions will be considered. However, entire full redaction of proposal submittals will not be considered for award. If a redacted copy is not provided, the original submittal may be released by the Village as received.

**Proposal Review:** The Village reserves the right to reject any or all proposals and/or to waive any irregularities or disregard any informality on the proposals when, in its opinion, the best interest of the Village will be served by such action. Furthermore, the Village reserves the right to award each item to a different Proposer, or all items to a single Proposer unless otherwise noted in the specification. The Village may determine as follows: 1) an equal or alternative is a satisfactory substitute, 2) an early delivery date is entitled to more consideration than price, 3) an early delivery date is to be disregarded because of the reputation of the Proposer for not meeting delivery dates, 4) a Proposer is not a responsible Proposer, and 5) what exceptions or deviations from the written specifications will be accepted.

No proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village, or had failed to perform faithfully any previous contract with the Village.

**Form of Contract:** See attached section entitled "Agreement".

**Proposal Results:** Following the proposal opening, a list of respondents will be posted online on the Village's Internet web site at [www.villageofschaumburg.com](http://www.villageofschaumburg.com) under the **Bids & Proposals**, project specific, web page. Final awards will be posted when approved.

**Delivery:** Where applicable, all materials shipped to the Village must be shipped F.O.B. delivered, designated location, Schaumburg, Illinois. If delivery is made by truck, arrangements must be made in advance by the Proposer with concurrence by the Village for receipt of the materials. The materials must then be delivered where directed. Truck deliveries will be accepted at Public Works between 7:00 a.m. and 3:30 p.m. and all other Village locations between 8:00 a.m. and 4:00 p.m. weekdays only.

**Inspections:** The Village shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful Proposer.

## A. GENERAL SUPPLEMENTAL ADDITIONAL CONDITIONS

**Payment:** Payment shall be made within 30 days of invoice receipt and approval, unless otherwise specified in the agreed upon contract. **All invoices must include the PO number associated with the order and shall be submitted to the Village of Schaumburg, Accounts Payable Division, 101 Schaumburg Rd., Schaumburg, IL 60193.** If prevailing wage is a requirement of the contract, the invoice must include certified payroll and waivers. Failure to submit all documentation as specified may result in delay of invoice payment.

**Toxic Substance:** Prior to delivery of any material which is caustic, corrosive, flammable, or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid (Materials Safety data Sheet).

**Guarantees and Warranties:** All guarantees and warranties required shall be furnished by the Proposer and shall be delivered to the Village before final payment on the contract is issued.

**Termination of Contract:** The Village reserves the right to terminate in whole or any part of this contract, upon written notice to the Proposer, in the event of default by the Proposer. Default is defined as failure of the Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies, or services similar to those so terminated. The Proposer shall be liable for any excess costs for such similar supplies or service unless evidence is submitted to the Village that in the sole opinion of the Village clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Proposer.

**Documentation:** When the written specification requires the Proposer submit a written findings or analysis report with their written proposal submittal, the Proposer may provide the written findings or analysis report document to the Village electronically on CD or USB Flash Drive.

**Hold Harmless Agreement (Contractual Liability):** The Proposer agrees to indemnify and save harmless the Village, including its elected or appointed officials, employees, and agents against any and all claims, loss, damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Proposer or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Proposer, or otherwise. \*(With the single exception of any claim, damage, loss, or expense arising solely out of professional services performed by the Village, its agents, or employees, including 1) the preparation of maps, plans, opinions, reports, surveys, designs, or specifications, and 2) supervisory, inspection, or engineering services).

\* **Special Requirement:** If the Proposer is an architectural firm or engineering firm, said Proposer shall file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the Village of said coverage.

**Insurance:** The Proposer will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the Village. The General Liability coverage shall name the Village of Schaumburg as additional insured. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the Village. All insurance noted below will not be canceled, reduced, or materially changed without providing the Village thirty (30) days advance notice, via certified mail. When required by the Village, written proof of endorsement, with the General Liability policy number on the endorsement, must be provided.

The Bidder will provide written Proof of Endorsement, with the General Liability policy number on the endorsement.

- A. **Comprehensive General Liability** including Products Liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, subject to the terms and conditions of the policy. A copy of the policy may be required.
- B. **Automobile Liability** insurance, in an amount not less than \$1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.
- C. **Umbrella or Excess Liability** coverage, the Contractor shall provide evidence of Umbrella or Excess Liability coverage of \$2,000,000 standard coverage and \$2,000,000 additional coverage, a total of \$4,000,000 Umbrella or Excess Liability coverage, per written specification.
- D. **Workers' Compensation** is to be provided as required by statute, by an insurance company licensed to write worker's compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease – policy limit, and \$500,000 disease – each employee.
- E. Insurance Rating – All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A:VII.
- F. A certificate of insurance is required as evidence of coverage, with the Village of Schaumburg named as an additional insured. The certificate will include an "Additional Insured Endorsement". The same full insurance coverage provided to the named insured, whether it is the contractor or a sub-contractor, shall be provided to the Village without any limitations or endorsements that might limit or exclude coverage. If insurance is canceled for any reason whatsoever the Village will be given not less than thirty (30) days prior written notice.

Any and all deductibles or other forms of retention are the responsibility of the Contractor. All deductibles or other forms of retention are subject to the approval of the Village. Contractor will disclose to the Village in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract. Contractor will provide this information to the Village in writing at least ten (10) days prior to beginning the Project.

Contractor waives any right of subrogation it may have or later acquire against the Village.

The Proposer shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the Village, nor shall Proposer allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Proposer and their subcontractor(s) shall maintain all insurance required under paragraphs A through D of this Section for not less than one (1) year after completion of this contract.

**Change Orders:** After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the Proposer must be the result of an approved change order first ordered by the Director of the lead department and approved by the Village Manager and/or the Village Board.

Public Act 094-0460 will require the successful contractor verify any change order request you receive from a subcontractor will not exceed 49% of your original subcontract amount. Any needed change order that will increase the subcontract by 50% or more will require your opening up that portion of the work to competitive solicitation.



## **Village of Schaumburg Request for Proposal Septemberfest Fireworks Service**

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**Intent:** The purpose of this Request for Proposal is to solicit offers to provide for the village's high quality fireworks display, which is an integral part of Septemberfest at the Village of Schaumburg's (hereafter Village) Septemberfest festival.

**Scope:** The Village sponsors an annual Septemberfest event held on Labor Day weekend. Annual attendance averages 250,000, weather permitting. The contractor will be responsible for furnishing all labor, supplies, materials, and equipment required to launch the fireworks at the completion of the main stage entertainment at 10 p.m. on Sunday.

**Terms:** The contract shall be for one (1) evening over a three (3) day event (not including set-up and tear down time), to be held on the 2019 Labor Day weekend. The contract shall include three (3) optional, additional years as stated below. These may be exercised at the option of the Village, with mutual consideration between the Village and the vendor. The Village will exercise its options for these additional event dates prior to January 31 preceding the next event date.

- Sunday, September 1, 2019 / Monday, September 2, 2019 (rain date)
  - Sunday, September 6, 2020\* / Monday, September 7, 2020\* (rain date)
  - Sunday, September 5, 2021\* / Monday, September 6, 2021\* (rain date)
  - Sunday, September 4, 2022\* / Monday, September 5, 2022\* (rain date)
- \* *Indicates option years*

### **Requirements:**

- A detailed program for one (1) evening of the festival. **The total cost is not to exceed \$19,500 for 2019 and for each of the optional years.**
- Fireworks begin at closing time (10:00 p.m. on Sunday and 9:00 p.m. on Monday), and are approximately **fifteen (15) minutes** long on Sunday evening with a rain date of Monday evening.
- The fireworks display is not choreographed to music.
- Name and address of the shoot-site: Village of Schaumburg, 101 Schaumburg Ct., Schaumburg, IL 60193. We recommend visiting the site before submitting a proposal in order to plan a safe display and measure distances between the show set-up area and the crowd line.
- An extra \$2,000,000 in umbrella or excess liability coverage in addition to the \$2,000,000 in umbrella or excess liability required from the village for a minimum total of \$4,000,000 in umbrella or excess liability coverage.

- The maximum mortar size shall be 5 inches in diameter. There is no minimum shell size specified. The display site shall conform to the separation distance requirements as specified in the Village of Schaumburg Fire Code and referenced materials.
- All fireworks are to be ignited using electrical means.
- Please note that the area from which the fireworks are discharged is not visible to the spectators. For this reason, **please do not include ground displays in your proposal.** Comets and cakes are not prohibited. However, it is up to the submitter to determine whether or not the crowd will be able to see the comets and cakes because there are trees between the spectators and the shoot site. The trees are fully grown, and are approximately 40 ft. tall. The crowd is kept back on the west side of the tree line. People are not allowed to go into the trees or down the jogging path that traverses through the wooded area to Plum Grove Road.
- The properties north of the shoot-site: the ComEd substation to the northwest of the launch area is vacated and is a secured site. The church to the north parks cars on the grass up to their south property line, which means that the cars in the south portion of the church parking area are within the fireworks restricted area. Village of Schaumburg Fire and Police staff will patrol the area to keep unauthorized personnel out of the restricted area during the display. All spectators at the church are kept at the back (south side) of the church, which is at the far north perimeter of the parking area. This area is outside of the restricted zone.
- The successful contractor will be required to obtain approval of display and related activities from the Fire Chief of the Village of Schaumburg in order to operate in the State of Illinois; as well as complete all required permits by the time they are due. Permit applications shall be submitted a minimum of fifteen (15) days prior to the event.
- The successful contractor will be required to comply with the provisions of the Fireworks Use Act (425 ILCS 35), and the Pyrotechnic Distributor and Operator Licensing Administrative Rules (41 IL Administrative Code 230). Copies can be obtained on the following websites: ([www.state.il.us/osfm/FirePrevention/FireworksDisplays.htm](http://www.state.il.us/osfm/FirePrevention/FireworksDisplays.htm) or [www.legis.state.il.us](http://www.legis.state.il.us)).
- Evidence of experience of the "lead pyrotechnic operator" is required to demonstrate competency.
- The display of fireworks shall comply with the Village of Schaumburg Code of Ordinances 132.17, and the Village of Schaumburg Fire Code and all referenced materials as specified in Chapter 157 of the Village of Schaumburg Code of Ordinances.
- Provide information regarding any past fireworks display casualty and/or property losses within the past five (5) years which may have occurred where you have served as lead pyrotechnic operator.
- One (1) company representative will be required to stay with the vehicle holding the explosive materials during the entire time the vehicle is on-site. Once the fireworks are

loaded, it is not recommended that they be unloaded. The fireworks should be “weather-proofed” within the mortars if necessary and if the fireworks display needs to be rescheduled to Monday’s rain date.

- Fireworks vendor agrees to furnish and to sponsor a sufficient number of trained and experienced personnel to present the fireworks display in a safe manner.
- The Village and its Septemberfest Committee require the contractor to conduct a mandatory sweep of the area where the shells were fired and falling, as well as clean-up of debris both that evening and the following morning during daylight hours. The contractor shall be on call to handle any unexploded shells upon notice by the Village within 24 hours.
- Set-up should take place on the morning of the festival. See below for exact set-up dates:

Sunday, September 1, 2019 / Monday, September 2, 2019 (rain date)  
Sunday, September 6, 2020\* / Monday, September 7, 2020\* (rain date)  
Sunday, September 5, 2021\* / Monday, September 6, 2021\* (rain date)  
Sunday, September 4, 2022\* / Monday, September 5, 2022\* (rain date)

**General Conditions and Schedule:** In order to equally evaluate all of the proposals received, each contractor will be given the opportunity to make a presentation before a fireworks selection sub-committee. These optional presentations will be scheduled on an evening after the proposal deadline and the proposals have been reviewed (date TBD). The length of the presentation will be determined by the number of requests, but should be no longer than fifteen (15) minutes. The Septemberfest Committee will have a TV and DVD player available for the viewing of DVD’s that show the contractor’s work or you may bring your own laptop computer.

All proposals will be considered by the sub-committee regardless of whether or not the contractor makes a presentation. Recommended award to the Septemberfest Committee will be based on the fireworks selection sub-committee’s judgment of the best overall proposed fireworks display for Septemberfest.

At least one company representative on-site must speak English to communicate with staff and Septemberfest Committee members. The Village and the Septemberfest Committee require a valid 24-hour emergency telephone number of a company representative with decision-making authority for use during the hours of operation during the Labor Day weekend. This service representative may be called upon to handle any potential problems encountered with the service during the weekend.

**Septemberfest days and times of operation are:**

Saturday - 10:00 a.m. to 10:00 p.m.  
Sunday - 9:00 a.m. to 10:00 p.m. (fireworks display evening)  
Monday - 9:00 a.m. to 9:00 p.m. (rain date for fireworks display evening)

- Saturday, August 31, 2019 / Sunday, September 1, 2019 / Monday, September 2, 2019
- Saturday, September 5, 2020\* / Sunday, September 6, 2020\* / Monday, September 7, 2020\*

- Saturday, September 4, 2021\* / Sunday, September 5, 2021\* / Monday, September 6, 2021\*
- Saturday, September 3, 2022\* / Sunday, September 4, 2022\* / Monday, September 5, 2022\*

**References:** All contractors shall include with their submittal a list of a minimum of three (3) references, including company names, contact person's name, email address, and phone number for similar services provided within the past two (2) years. **All references shall be for temporary outdoor events similar in size, scope and quality to the Septemberfest event. Please note that if any portion of the contract is subcontracted, a list of a minimum of three (3) references must be provided for the subcontractor as well.** Approximately 250,000 patrons attend the three day Labor Day weekend festival. The festival is held on the Robert O. Atcher Municipal Center grounds at 101 Schaumburg Court. The event includes a 250 booth arts & crafts show, 18-ride carnival, three stages of entertainment, and the Taste of Schaumburg with 24 restaurants.

## PROPOSAL SHEET

**Note: Proposer must complete all portions of the Proposal Sheet.**

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Proposer certifies that they are not barred from proposing on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33E-1, et seq.) and are not delinquent in any taxes to the Illinois Department of Revenue. (65ILCS 5/11-42.1-1)

It is understood that the Village reserves the right to reject any and all proposals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than ninety (90) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

**Proposing Company Name:** \_\_\_\_\_

### **SEPTEMBERFEST FIREWORKS SERVICES**

<b>Confidentiality:</b> If a responding firm intends to request confidentiality on any portion of a proposal, the submittal shall also include a redacted copy of the proposal for consideration and approval. If a redacted copy is not provided, the original submittal may be released by the Village as received.	
We acknowledge all invoices, clearly marked with the PO #, must be submitted to Accounts Payable, 101 Schaumburg Rd., Schaumburg, IL 60193. Certified Payroll & Waivers must be included, if applicable.	YES

If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the Village must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of proposal submittal.		
Will you be utilizing a subcontractor?	YES	NO
If yes, have you included all required information with your proposal submittal?	YES	NO

**INDEMNIFICATION:** The Proposer hereby agrees to protect, defend, indemnify, and save harmless the Village against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Proposer be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the Village.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

\_\_\_\_\_ (Company Name) is not barred by law from submitting a proposal to the Village for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating); and that

\_\_\_\_\_ (Company Name) is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

\_\_\_\_\_ (Company Name) provides a drug free workplace pursuant 30 ILCS 580/1, et seq.; and that

\_\_\_\_\_ (Company Name) certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 265/1 et. seq., Public Act 095-0635: and that

\_\_\_\_\_ (Company Name) is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

\_\_\_\_\_  
Proposer's Firm Name

\_\_\_\_\_  
Signed Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
City            State            Zip Code

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Date

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the VILLAGE OF SCHAUMBURG, (hereinafter referred to as the "Village"), and \_\_\_\_\_, (hereinafter referred to as the "Company), with regard to certain services in connection with the \_\_\_\_\_ Project (hereinafter referred to as the "Project".)

**NOW THEREFORE, the Village and the Company, in consideration of the mutual covenants hereinafter set forth, agree to as follows:**

1. The Company agrees to perform services in connection with the Project as hereinafter stated. The Company shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.
2. The Company has made a proposal to the Village, dated \_\_\_\_\_, 2019, attached hereto and expressly made a part hereof, in response to the Village's Request for Proposal, dated \_\_\_\_\_, 2019, also attached hereto and expressly made part hereof.
3. This contract shall constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless done so in writing with signatures by both the Village and the Company.
4. The Company shall obtain, at its own expense, all permits and licenses which may be required to complete the Agreement, and/or required by federal, state, and local regulations and laws.
5. The Village does not discriminate on the basis of handicapped status in the admission of, access to, or treatment of employment in its programs and activities.
6. Not less than the prevailing wages as found by the Illinois Department of Labor shall be paid to laborers, workmen, and mechanics performing work under this Agreement.
7. Any payment made to the Company shall be strictly on the basis of quantum merit. The Company shall submit to the Village a detailed breakdown of hourly rates billed to date with each pay request. The detailed breakdown shall be based on the hourly rate breakdown contained in the approved proposal. The Village will pay the Company for the performance of the Agreement as follows:
  - A. The total Agreement payment shall not exceed \$ 19,500.00.
  - B. Additions or deductions to the approved total amount for services shall be authorized in writing by the Village. Any out of scope work must be authorized in writing by the Village. Any work performed without written approval from the Village shall be solely at the expense of the Company.
8. The Company will perform those phases of the Project to which this Agreement applies, and will give consultation and advice to the Village during the performance of the services.
9. The Company will provide certificates of insurance evidencing the types and limits of insurance. Each insurance company shall be acceptable to the Village. The General Liability coverage shall name the Village as an additional insured. All insurance is primary, and in no event will be considered contributory to any insurance purchased by the Village. All insurance will not be canceled, reduced, or materially changed without providing the Village thirty (30) days advance notice, via certified mail.

The Company shall not commence work under this contract until they have obtained all insurance required and such insurance has been approved by the Village, nor shall the Company allow any subcontractors (hererafter Subs) to commence work on their subcontract until the same insurance has been obtained by the Sub. The

Company and their Subs shall maintain all insurance for not less than one (1) year after completion of this contract.

**Special Requirement:** If the Company is an architectural or engineering firm, said Company shall file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the Village of said coverage.

10. The Company will provide the services as required herein in accordance with the Project Schedule.
11. The Company will attend conferences and visit the site of the work as may be outlined in the Request for Proposal at any reasonable time when requested to do so by the Village.
12. The Company warrants that they are technically qualified and entirely conversant with the requirements of this Project; and that they have sufficient properly trained, organized, and experienced personnel and/or subcontractors to perform the services enumerated herein.
13. The Village and the Company each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, and as noted in the attachments, neither the Village nor the Company shall assign, subcontract, or transfer their interest in this Agreement without consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village and Company.

The Company may subcontract portions of the work upon written approval from the Village. These Subs shall conform, in all respects, to the applicable provisions specified and shall further be subject to approval by the Village. The Company shall identify all proposed Subs who will furnish services under the terms of this proposal. The work to be done by the Subs shall be outlined in detail in the proposal submitted by the Company. None of the services to be furnished by the Company shall be subcontracted, assigned, or transferred to any other party or parties without the written consent of the Village. The consent to subcontract, assign, or otherwise transfer any portion of the services to be furnished by the Company shall not be construed to relieve the Company of any responsibility for the fulfillment of this Agreement. Any request for payment to the company, for work that was subcontracted, shall be supported with a waiver of lien and contractor's affidavit indicating the subcontractor has been paid and waives any lien on the project or funds for the project.

14. The Company shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and save harmless the Village, its officers, agents, and employees from all suits, claims, actions, or damages of any nature whatsoever resulting therefrom. The Company shall assume all restitution and repair costs arising out of an error, omission, and/or negligence.
15. The Village agrees to review each and every phase of the Project as in the aforementioned proposal in a timely manner. Upon approval of each phase, the Company shall then proceed to the next phase.
16. All drawings, specifications, reports, and any other project documents prepared by the Company in connection with any or all of the services to be furnished thereunder shall be delivered to the Village for the expressed use of the Village. The Company does have the right to retain original documents, but shall cause to be delivered to the Village such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the Village unless otherwise specified in the negotiated agreement. The Company agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Company pursuant to the Agreement will be made available, upon request, to the Village without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the Village upon request. The Village agrees to defend, indemnify, and hold harmless the Company from all claims, damages, and expenses arising out of such reuse or alteration by the Village or others acting through the Village.



17. The Village reserves the right by written amendment to make changes in requirements, amount of work, or engineering time schedule adjustments. The Company and the Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
18. The Village may, at any time by written order, require the Company to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Company shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The Village will pay for costs associated with suspension provided they are deemed reasonable by the Village.
19. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar days written notice to the Company. The Village further reserves the right to cancel the whole or part of the Agreement, if the Company fails to perform any of the provisions in the Agreement or fails to make delivery within the time stated. The Company will not be liable to perform if situations arise by reason of acts of God or public enemy, acts of Village, fires, or floods.

Should the Company fail to perform their Agreement to the satisfaction of the Village, the Village may, at its election, declare such contract terminated and at an end, reserving the right to maintain an action to recover damages arising due to breach of contract. Said election shall be made by a written notice to be sent by mail or served personally on the Company's office within ten (10) days from the date of default.

Upon termination, the Company shall cause to be delivered to the Village all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates, and data, as well as products of computer aided drafting, design, and writing that have been paid for by the Village. Cost of termination incurred by the Company before the termination date will be reimbursed by the Village only, if prior to the effective termination date, the Village receives from the Company a list of actions necessary to accomplish termination and the Village agrees in writing that those actions be taken. Upon receipt of the termination notice, the Company shall stop all work until said Agreement is reached.

20. The Village agrees to notify the Company at least twenty-four (24) hours in advance of the need for personnel or services.
21. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including the Village's Contractors, if any.

**IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.**

**COMPANY**

**VILLAGE OF SCHAUMBURG**

A municipal corporation

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Village Manager Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date