



**FLOYD COUNTY BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT  
#12 East 4<sup>th</sup> Ave. Ste. 106  
ROME, GA 30161**

**(706) 291-5118**

**FAX (706) 290-6099**

**INVITATION TO BID**

**Date Issued: 05 November 2019**

Bids from suppliers will be received by the Purchasing Department of FLOYD COUNTY GEORGIA, at #12 East Fourth Ave, Suite 106 Rome, Georgia 30161, **until 3 p.m.** legally prevailing time on **03 December 2019** for the provision of:

**Fourth of July Fireworks Display 2020  
# 19-1203-1**

Bids may be submitted the Floyd County Purchasing Department to Bill Gilliland, [gillilandb@floydcountyga.org](mailto:gillilandb@floydcountyga.org) and Randy Self, [selfr@floydcountyga.org](mailto:selfr@floydcountyga.org). by U S Mail, UPS/FED-EX etc. After the time and in the Purchasing Department Conference Room Suite 106, the bids will be publicly read aloud. No extension of the bidding period will be made.

Additional copies of bidding documents may be obtained at [www.romefloyd.com](http://www.romefloyd.com), or email [selfr@floydcountyga.org](mailto:selfr@floydcountyga.org) or you may get a copy in person at the Floyd County Administrative Building, Purchasing Department, 12 E. 4<sup>th</sup> Ave, Suite 106, Rome, Georgia 30161. Requests for documents should be filed promptly with the Purchasing Department.

Contract, if awarded, will be on a lump sum basis. No bid may be withdrawn for a period of 60 days after time has been called on the date of opening.

The County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests

**BIDS MUST BE RETURNED NO LATER THAN:**

**December 3, 2019 – 3:00 PM**

**BILL GILLILAND, CPPB  
PURCHASING DIRECTOR**

**FLOYD COUNTY GEORGIA  
GENERAL TERMS AND CONDITIONS  
INVITATION TO BID**

**1. CHANGES:** No change will be made to this invitation except by written modification by the Floyd County Purchasing Office.

**Requests for interpretation or changes must be in writing,** to [gillilandb@floydcountyga.org](mailto:gillilandb@floydcountyga.org) directed to the Floyd County Purchasing Department and received at least (5) Five Calendar Days prior to the time set for opening of the bids. Phone (706) 291-5118 Fax (706) 290-6099.

**2. FOB POINT:** Bid Price to include shipping, packing, crating, and unloading at address in BID INSTRUCTIONS. Title to remain with vendor until fully accepted by the County. Goods damaged or not meeting specifications will be rejected and removed at vendor's expense. Concealed damaged goods to remain the property of vendor until replaced or removed at County's direction.

**3. RISK OF LOSS:** Vendor agrees to bear all risk of loss, injury, and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury, or destruction shall not release vendor from any obligation.

**4. BID ACCEPTANCE TIME:** Bids requiring acceptance by the County in less than Sixty (60) calendar days could be rejected, unless so stated on **BIDDER'S RESPONSE PAGE** and accepted by the County.

**5. BID IDENTIFICATION:** All bids submitted as a result of this invitation must be returned in a sealed envelope with the following information in the lower left-hand corner of the envelope:

**BID NAME AND OPENING DATE.**

**6. WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of Sixty (60) days after time has been called on the date of opening.

**7. BONDS:** NOT REQUIRED FOR THIS BID

**8. SITE INSPECTIONS:** (If Applicable) Bidders should inspect the sites to ascertain the nature and location of work and the general conditions which could affect the work of the cost thereof. The County will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this Invitation for Bid. While site inspections are not a mandatory requirement to submit a proposal, vendors are urged to schedule inspections to ascertain all the requirements of this invitation.

**9. AWARD OF CONTRACT:** Award will be made to that responsible bidder whose bid, conforming to the Invitation for Bid, will be most advantageous to the County; Price and other factors considered. The County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract (s), if awarded, will be on a lump sum basis or individual item basis, whichever is found to be in the best interest of FLOYD COUNTY.

**9.1:** The vendor, in accepting this contract, attests that he is in compliance with the Nondiscrimination Clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and prescribed by the Secretary of Labor, which is incorporated herein by reference.

**10. EXCEPTIONS TO SPECIFICATIONS:** Any award resulting from this invitation shall bind the bidder to all Terms, Conditions, and Specifications set forth in this invitation. Bidders whose bids do not conform should so note on separate page if necessary and/or on the **BID SCHEDULE**. While the County reserves the right to make an award to a nonconforming bidder, when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by bidder unless it is properly set out as provided above. No exception will be deemed to have been taken by the County unless incorporated in an award resulting from this invitation and so stated.

**11. BID RESULTS:** Interested parties may review and/or print **BID TABULATION @ [www.romefloyd.com](http://www.romefloyd.com) 24 hours after bid opening** or contact the Floyd County Purchasing Office should the tabulation not be available on the website.

**12. PAYMENT:** Payments will be made upon all items completed each month or completion of all work and acceptance by county on invoices submitted and approved by the proper county representative within (30) thirty days receipt of invoice unless paragraph 14 applies. Invoices are to be submitted to: Floyd County Purchasing, P. O. Box 946, Rome, Ga. 30162

**12.1** Itemize all invoices in full. Mail the original invoice to the address above. A shipping or receiving ticket will be signed and a copy left with each delivery. Each invoice including receiving/shipping ticket is to include the following minimum information:

- |                               |   |
|-------------------------------|---|
| 1. Date invoice is submitted; | 5. County department;                                   |
| 2. Purchase order number;     | 6. Item(s) or service                                   |
| 3. Payment terms;             | 7. Quantity of each item or service                     |
| 4. Date of transaction;       | 8. Bid price of each item or service with any discounts |

**Invoices received with any of the required information listed above missing may not be considered as a “correct invoice”. All invoices submitted will be closely monitored for accuracy. Any invoice found to be incorrect will be returned to vendor for correction.**

**12.2** Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with Specifications, Quantities, and Price as set forth on the purchase order. A Floyd County employee’s signature must appear on the delivery receipt or invoice.

**12.3** Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. A certificate will be furnished if requested. FLOYD COUNTY is exempt from taxes but the successful bidder shall pay all taxes required of him by law and FLOYD COUNTY can not exempt others from tax.

**12.4** Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. Chapter 11 **ET. SEQ.**).

**13. INQUIRIES REGARDING PAYMENT:** All inquiries regarding payment of invoices are to be directed to Accounts Payable (706) 291-5113 or Floyd County Commissioners, Attn: Accounts Payable, P.O. BOX 946, Rome, Georgia 30162

**14. DISCOUNTS:** Prompt payment discounts offered for a period of less than Fifteen (15) Days will not be considered in determining the low bidder on this invitation. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the County, whichever is later.

**15. EXECUTION OF CONTRACT:** Subsequent to the award, the successful bidder will be presented with a contract which may be in the form of a purchase order. Contract is to be executed within Ten (10) calendar days of “**NOTICE OF AWARD**” together with the required payment and performance bonds prescribed in Paragraph 7B. If the contract document is mailed, the date of presentation shall be deemed to be the postmark date. The successful bidder’s proposal and this Invitation

for Bid shall be incorporated into the contract, except to the extent that this invitation conflicts with the contract, in which case the provisions of the contract shall take precedent.

**16. CERTIFICATE OF INSURANCE:** Successful bidder will be required to furnish a Certificate of Liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence to protect the County throughout the life of the contract against “**ALL RISKS**”. Coverage to include but not limited to General Liability: Comprehensive Form, Premises/Operations, Products/Completed Operations, Broad Form Property Damage, Personal Injury, and Automobile/Vehicle Liability. Worker’s compensation and Employer’s Liability are to be statutory amounts. On all contracts for vehicle repair of any kind, the successful shall provide at least Five Hundred Thousand Dollars (\$500,000.00) of Garage Liability insurance in addition to the insurance stated above. The Certificate must be furnished within Ten (10) calendar days of a “**NOTICE OF AWARD**” being issued.

**17. INCLUSION:** All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this Invitation for Bid will be the responsibility of the successful bidder to provide at no other cost to the County unless so stated on the successful bidder’s proposal as additional cost items and accepted by the County at the time of the award and/or contract.

**18. REGULATORY AGENCIES:** Successful bidder will be responsible for all required permits or license required by regulatory agency of the City, County, State, or Federal Governments. Further, successful bidder will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said Governments or any independent agency recognized by said Governments as publisher of any such regulation (s) or guideline (s).

**19. INDEPENDENT CONTRACTORS:** The bidder represents to FLOYD COUNTY that he is fully experienced and properly qualified to perform the functions provided herein and that he is properly equipped, organized, and financed to perform such functions. The bidder shall finance his own operations hereunder, shall operate as an independent contractor and not as an agent of FLOYD COUNTY and nothing contained in this Invitation for Bid or a contract resulting from same shall be construed to constitute the bidder or any of his employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the County nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.

**20. ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that the successful bidder will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

**21. STARTING TIME:** Work will commence within stated calendar days after being issued a “**NOTICE TO PROCEED**” on the project and commence in a routine, orderly manner until completion and acceptance by the County.

**22. INDEMNITY:** Successful bidder agrees, if entering into a contract as a result of this invitation, to defend, indemnify, and hold harmless FLOYD COUNTY from any and all courses of action or claims of damages arising out of or related to bidder’s performance or actions or those of his employees or agents, under said contract.

**23. TERMINATION:** Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this Invitation for Bid, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of FLOYD COUNTY, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the Board in a public meeting and such action entered in the Official Minutes of the FLOYD COUNTY Commission.

**24. APPROPRIATION OF FUNDS:** Initial contract and any continuation contract (s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County’s obligations under said contract (s).

**25. CANCELLATION FOR CAUSE:** Should either party fail to comply with the Terms and Conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non compliance to the Terms and Conditions of this

contract. The other party shall have Fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the Fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of Thirty (30) calendar days following the date of the initial letter of complaint.

**26. LIQUIDATED DAMAGES:** NONE FOR THIS BID.

**27. ANTI-DISCRIMINATION CLAUSE:** "FLOYD COUNTY does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or service provided."

**28. COMMODITY STATUS:** It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage; unless otherwise stated by FLOYD COUNTY.

**29: CONTRACT ITEMS:** Items or services not listed in this contract are to be purchased according to purchasing rules and regulations of the county.

- County departments are not authorized to order any item or service not listed without satisfying said rules and regulations and having a separate purchase order issued to cover such a purchase.
- Vendors receiving contracts as a result of this invitation will be expected to consider this when accepting orders.
- \* Payment will not be made for any item not covered by this contract unless stated Purchasing Rules and Regulations have been met.

**30: CHANGES TO CONTRACT:** No change will be made to this contract except by written modification by the Contracts Administrator whose name appears on the cover page. Additional items of same brand and similar product required during the course of the contract, will be provided at like discounts to similar items on contract.

**31: LOCATION FOR DELIVERY OF GOODS OR EQUIPMENT:** Purchase Order or as specified by location

**32: Bid Submissions:** Submissions will include an original and 1 copy of the following documents.

## CHECK LIST

- \_\_\_ Bidders Declaration Page
- \_\_\_ Bidders Information Page
- \_\_\_ Certificate of Non Discrimination
- \_\_\_ Certificate of Non Collusion
- \_\_\_ Drug Free Workplace Certificate
- \_\_\_ Specification List(s) for Compliance and Exceptions and option pricing
- \_\_\_ Bid Page(s)
- \_\_\_ Addendums (If any)

The documents above are included within this Invitation to bid. Addendums will be available when issued.

# BIDDERS DECLARATION

**The bidder understands, agrees and warrants:**

**That the bidder has carefully read and fully understands the full scope of the specifications.**

**That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.**

**That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to 3:00 PM, December 3, 2019 but may not be withdrawn after such date and time.**

**That Floyd County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests**

**That by submission of this quote the bidder acknowledges that Floyd County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.**

**That the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.**

## **BIDDER:**

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

**Phone:** \_\_\_\_\_

**Name Print:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**FLOYD COUNTY BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT  
P. O. BOX 946  
ROME, GA 30162**

**(706) 291-5118**

**FAX (706) 290-6099**

**BIDDERS INFORMATION**

**Date of Bid:** \_\_\_\_\_

**Bid Name:** \_\_\_\_\_

The undersigned agrees, if this bid is accepted within Sixty (60) calendar days after date of opening, to furnish all supplies and/or services in strict accordance with provisions of this Invitation for Bid at the price in the **BID SCHEDULE**.

Time Discounts: Discounts allowed for prompt payment as follows: Discounts of less than Fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

\_\_\_\_\_ % Discount \_\_\_\_\_ Calendar Days net \_\_\_\_\_ (discounts will apply if Procurement Card is accepted).

**Procurement Card:** Will you accept the VISA Procurement Card for this order? \_\_\_\_\_

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and Civil Damage Awards. I agree to abide by all Conditions of this bid and certify that I am authorized to sign this bid for the bidder.

This \_\_\_\_\_ Day of \_\_\_\_\_, 201\_\_\_\_

Prices to remain firm for Sixty (60) calendar days or \_\_\_\_\_ calendar days after date of opening. Vendor MUST initial here: \_\_\_\_\_.

Bidder Information  
(Type or Print)

Name and Mailing Address  
of where to send payments

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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

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

(\_\_\_\_\_) \_\_\_\_\_  
Phone Number

(\_\_\_\_\_) \_\_\_\_\_  
Phone Number

(\_\_\_\_\_) \_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Federal ID #

Email \_\_\_\_\_

Name and Title of Person Authorized to Sign

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

## CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Floyd County Board of Commissioners. The bidder may be declared, by Floyd County, ineligible for further contracts with Floyd County until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

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BIDDER

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SIGNATURE

---

TITLE



## CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by Floyd County, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Floyd County; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of one hundred and twenty (120) days (or such other time period as identified in the solicitation) from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 36-91 have not been violated and will not be violated in any respect.

**DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	
<b>Date:</b>	
<b>Company Address:</b>	
<b>FAX Number:</b>	
<b>Email Address:</b>	
<b>*This table must be completed in its entirety by the supplier.</b>	

Revised 04/01/2014

Floyd 2014

**ATTACHMENT**

**FLOYD COUNTY BOARD OF COMMISSIONERS  
DRUG-FREE WORKPLACE CERTIFICATE**

By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the “Drug-Free Workplace Act” have been complied with in full. The Vendor further certifies that:

1. A drug-free workplace will be provided for the Vendor’s employees during the performance of the contract; and
2. Each Vendor who hires a sub-Vendor to work in a drug-free workplace shall secure from that sub-Vendor the following written certification: “As part of the subcontracting agreement with (Vendor’s name), (sub-Vendor’s name) certifies to the Vendor that a drug-free workplace will be provided for the sub-Vendor’s employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7).”

By signature on this certificate, the Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Vendor: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## July Fourth Fireworks Display

BID 19-1203-1

The intent and purpose of this Request for Bid is to obtain firm fixed pricing from qualified, licensed and/or registered Contractors having at least three (3) years' experience in providing fireworks displays to produce the Fourth of July display for the City of Rome/Floyd County. The display shall be on July 4, 2020 at Jackson Hill, Rome, Georgia 30161.

### COMPETITION INTENDED

It is the County's intent that this Request for Bid (RFB) permits competition. It shall be the bidder's responsibility to advise the Purchasing Director in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFB to a single source. Such notification must be received by the Purchasing Director not later than ten (10) days prior to the date set for acceptance of proposals.

### BIDDER'S MINIMUM QUALIFICATIONS

Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. All bidders shall submit documentation with their proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for proposal to be deemed non-responsive and rejected. The following criteria shall be met in order to be eligible for this contract.

### SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All bidders must be able to provide.

### GENERAL REQUIREMENTS

- A. The fireworks display shall be a minimum of 17 to 20 minutes in length with distinct opening and closing portions.
- B. The show shall be preloaded and computer or mechanically operated in order to electronically fire all shells.
- C. The display will be fired at least 350 feet from any spectator area per **NFPA 1123 Code**.

- D. The starting firing time shall be approximately 9:45 p.m., depending upon darkness and weather conditions. The contractor will acquire permit/s and schedule the Fire Marshall inspection of the launch site.

## FIREWORKS

### Methodology, Approach and Quality of Show Design/Display

- A. A narrative description of each proposed fireworks display shall include the order in which the shells are to be fired. The description shall maintain a show intensity of shells shot every two (2) seconds, with no black sky (i.e. no lapse of time between shells).
- B. Length of time of display
- C. A breakdown of all shells to be used, by size and description and price.
- D. A detailed price breakdown of each shell and a total price for the entire display.
- E. All supplies and equipment necessary to perform the display as proposed.
- F. Transportation of equipment, supplies and personnel necessary to present the display as proposed.
- G. All licensed and/or permitted personnel and labor, as required, needed to transport, set up, shoot, tear down and cleanup the display as proposed.
- H. All licensed and/or permits required to transport, stage, and shoot display as proposed.
- I. Required insurance as detailed in the RFB.

## EQUIPMENT

- A. The Contractor shall provide necessary safety equipment, and all tools and materials, including but not limited to mortar racks, containers, sand, lumber, stakes, etc., which may be required for the firing of the display.

- B. Fire extinguishers of appropriate classification and approved as operational shall be accessible and in plain view from the time the fireworks arrive on site until all fireworks are completely removed from the site.
- C. Products and services not specifically mentioned in the RFB, but which are necessary to provide the functional capabilities described by the Contractor shall be deemed to be included in this requirement.

#### FIRING METHOD

- A. All shells shall be preloaded for all displays and electronically fired.

#### CONDITION OF SITE

- A. The Contractor shall be responsible for removing all firing materials, debris, packing materials, etc., and for filling all holes utilized for firing the displays.
- B. All holes left unattended as a result of postponement of the display shall be marked with safety ribbon or cones.
- C. Removal of all materials shall be completed within three (3) hours after the firing of the display. The Contractor shall walk the fallout zone of the fireworks site at the end of the show and shall be responsible for the removal of any unexploded shells and to assist in the cleanup of debris.

#### GROUND PROTECTION

- A. The Contractor shall provide protection to minimize damage to the area caused by the firing shells.

#### SET UP AND DISCHARGE

- A. The Contractor shall be responsible for completely supervising and directing the setup and discharge of the fireworks display using its best skills and attention.
- B. The Contractor shall ensure the security of the fireworks and firing materials at all times.

- C. All unfired fireworks shall be covered or protected during firing. Any shell not properly fired shall be disposed of in accordance with the State of Georgia/ Floyd County Fire Marshall Regulations.

#### PERMITS AND LICENSING

- A. The Contractor shall be responsible for obtaining all licenses and permits from the City of Rome to conduct firework displays in the City of Rome, Georgia.
- B. The Contractor shall also be responsible for any fees associated with obtaining the necessary licenses and permits.
- C. All permits must be obtained thirty (30) days prior to the scheduled event.

#### PERSONNEL

- A. The Chief Pyro technician in charge of firing the display shall be at least twenty-six years of age with a minimum of three (3) years' experience with a minimum of six (6) displays in the past eighteen (18) months. This position is considered key personnel. The Contractor may not change the Pyro technician after the award of the Contract. If key personnel changes need to be made, Contractor must submit resume of proposed personnel for County approval.
- B. All other assistants shall be at least eighteen (18) years of age.
- C. A minimum staff of two (2) people shall be provide for each display.

#### MISCELLANEOUS REQUIREMENTS

- A. All bidders must make an on-site inspection of the locations where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the Contractor of his/her obligation to carry out the scope of the Contract. Inspections may be arranged by contacting Todd Wofford at 706-252-1205.
- B. The fireworks displays shall be conducted in accordance with the National Fire Protection Association Standard 1123-1990, Public Display of Fireworks; the Georgia Statewide Fire Prevention Code; and the International Fire Code, 2000 edition.

- C. Performance guarantees: With the exception of weather related delays the Contractor shall be charged one percent (1%) of the Contract amount for every fifteen (15) minutes the display is delayed from the scheduled firing time. This amount shall be subtracted from the invoice for payment. Materials offered, but not supplied, shall be subtracted from payment based on the unit cost of the material. The County reserves the right to deduct the cost of all shell(s) misfired, or that failed to properly perform. The County reserves the right to withhold full payment if the fireworks display does not happen as scheduled due to fault of the Contractor. Notification by the Contractor, to County, of inability to meet promised delivery after award of contract, or failure to meet the required Scope of Services, authorizes Purchasing to purchase materials and services elsewhere and charge full cost and handling to defaulting Contractor.

## INSURANCE

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.
- B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:
1. Workers' Compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia.
  2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse,

and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

B. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Worker's Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
  
2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations: aggregate	\$2,000,000
Fire Damage Legal Liability:	\$100,000

**GL Coverage, excluding Products and Completed Operations,  
should be on a Per Project Basis**

3. Automobile Liability:

Combined Single Limit:	\$1,000,000
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D. The following provisions shall be agreed by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County.  
The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
  
2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a “claims made” basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

- A. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment of the Contract for General Liability policies. This certificate shall evidence a “retroactive date” no later than the beginning of the Contractor’s work under this Contract, or
  - B. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If the provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4. A. The Contractor agrees to provide insurance issued by Companies admitted within the State of Georgia, with the Best’s Key Rating of at least A: VII.
- B. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis is exempt from this requirement provided that the Contractor’s broker can provide financial data to establish that a market’s policyholder surpluses are equal to or exceed the surpluses that correspond to Best’s A:VII Rating.
5. A. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
- B. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10)

business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.

- C. Any certificates provided shall indicate the Contract name.
6. The County, its officers and employees shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest).
  7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
    - A. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
    - B. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
    - C. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and"... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
    - D. The Contractor agrees to waive all rights of subrogation against the City, its officers, employees, and agents.

## HOLD HARMLESS CLAUSE

The Contractor shall, indemnify, defend and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes

subcontractors and suppliers to the Contractor. The word “defend” means to provide legal counsel for the County or to reimburse the County for its attorneys’ fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

## SAFETY

All Contractors and subcontractors performing services for Floyd County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

## PERMITS

It shall be the responsibility of the Contractor to comply with City/County ordinances by securing any necessary permits.

## DRUG-FREE WORKPLACE

Every Contract over \$10,000 shall include the following provision:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution,

dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

## SUBSTITUTIONS

No substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a substitution. Request for substitutions shall be reviewed and may be approved by the County at its sole discretion.

## CONDITIONS

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

## WORKMANSHIP AND INSPECTION

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor from any responsibility in meeting the Contract requirements.

## EXEMPTION FROM TAXES

The Floyd County is exempt from Georgia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project.

Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

## INVOICING AND PAYMENT

Contractor shall submit invoices in duplicate at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports.

All invoices will be paid within thirty (30) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

## PAYMENTS TO SUBCONTRACTORS

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- A. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

## ASSIGNMENT OF CONTRACT

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Director.

## TERMINATION

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor, but if any work or service hereunder is in progress, but not completed as of the date of

termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which in that case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds

If funds are not appropriated or otherwise made available to support this Contract, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

## CONTRACTURAL DISPUTES

The Contractor shall give written notice to the Purchasing Director of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Purchasing Director by US Mail, courier, or overnight delivery service, no later than sixty (60) days after the final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services.

If the claim is not disposed of by agreement, the Purchasing Director shall reduce his/her decision in writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Director's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Manager, or his designee. The County Manager shall render a decision within sixty (60) days of receipt of the appeal. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

## SEVERABILITY

In the event that any provision shall be adjusted or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

## NOTICES

All notices and other communication hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

### **TO CONTRACTOR:**

TBD

### **TO COUNTY:**

Floyd County Board of Commissioners  
Purchasing Department  
12 E. 4<sup>th</sup> Ave., Suite 106  
Rome, GA 30161

## LICENSURE

To the Extent required by the Floyd County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

## COUNTERPARTS

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this

Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

## **PROPOSAL SUBMISSION FORMAT**

Bidders are to make written proposals that present the bidder's qualifications and understanding of the work to be performed. Bidders shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

A. Ability to meet and exceed all requirements:

1. Supply a breakdown of all shells to be used, by size and description.
2. Submit a narrative description for the proposed fireworks display which included the order in which shells are to be fired and the size and types to be used.
3. What are the bidder's plans to protect display/materials from inclement weather, prior to and during performance?
4. Specifically describe how your firm intends to meet/exceed the requirements in Section 4.0?

B. Cost of services:

1. What is the bidder's overall price per show?
2. Provide a breakdown of price per shell.
3. Does the bidder have any rescheduling or cancellation fees? Please provide copies of your policies on these items.

C. Credentials and related experience:

1. Provide a brief summary of the history of your company, including the number of years of experience.
  1. All bidders shall include, with their proposals, a list of at least three (3) current references for whom comparable work has been

performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of proposal as non-responsive. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

3. Provide at least one (1) DVD of a comparable electronically fired fireworks display your organization has provided in the last two (2) years.

D. Adequacy and availability of professional level staffing:

1. Provide the resume of the Chief Pyrotechnic to be assigned to the displays.
2. How many people will be assigned to this display?

E. Compliance with the County's Contract Terms and Conditions:

1. Bidders shall specifically state their compliance with the Contract Terms and Conditions as listed in Section 6.0.

## **INSTRUCTIONS FOR SUBMITTING BIDS**

### **Submission of Bids**

Before submitting a bid, read the ENTIRE solicitation, including the Contract Terms and Conditions. Failure to read any part shall not relieve the Contractor of its contractual obligations. Technical and Price terms must be submitted at the same time in separate sealed containers. Technical information provided at the same time shall not include the price or cost data. The inclusion of price or cost data in the Technical terms may be cause for the bid being rejected. The Price Bid shall be submitted on the Request for Bid pricing forms if provided. Include other information as requested or required. The bid container must be completely and properly identified. The face of the container shall indicate the title of the RFB, and whether it is the Technical terms or Price Bid. Bids must be received by the Purchasing Department PRIOR to the hour specified on the acceptance date. Bids may either be mailed, hand delivered or courier service to the attention of Bill Gilliland, Purchasing Director, Floyd County Board of Commissioners, 12 E. 4<sup>th</sup> Ave., Suite 106, Rome GA 30161, **Faxed or e-mailed proposals will NOT be accepted.**

## QUESTIONS AND INQUIRIES

Questions and inquires must be written and will be accepted from any and all bidders and should be sent to [gillilandb@floydcountyga.org](mailto:gillilandb@floydcountyga.org) . The Purchasing Department is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Floyd County staff regarding the RFB may result in the disqualification of the bidder. Inquiries pertaining to the Request for BID must give the RFB title. Material questions will be answered in writing with an Addendum provided however, that **all questions are received by Tuesday, November 26, 2019 before 4:30 P.M. Eastern Standard Time.** It is the responsibility of all bidders to ensure that they have received all addendums. Addendums can be downloaded from [www.romefloyd.com](http://www.romefloyd.com) .

## INSPECTION OF SITE

It is strongly recommended that all bidders make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful bidder of his/her obligation to carry out the scope of the resulting contract. Inspections may be arranged by contacting Todd Wofford at 706-252-1205.

## COUNTY RESPONSIBILITIES

### STORAGE

- A. The County shall accept neither responsibility nor liability in connection with the storage of fireworks and/or firing materials.

### CROWD CONTROL

- A. The County shall provide personnel at the fireworks site for crowd control and site security in accordance with Floyd County Public Safety requirements.

## POSTPONEMENT

- A. The decision to postpone the fireworks display due to inclement weather shall be made by the Rome/Floyd Parks and Recreation Authority, Todd Wofford.

## INSPECTIONS

- B. A representative of the County shall conduct inspections and inventory of the fireworks shells at least six (6) hours prior to the display being readied for firing. Arrangements will be made for the access to the firing sites prior to the dates, as requested by the Contractor.

## KICKOFF MEETING

- A. A kickoff meeting shall be scheduled with the Contractor shortly following the award of the contract.