

INVITATION TO BIDDERS

**SOLICITATION NUMBER: 19-6001
SEALED BIDS FOR PID #6 Fireworks Display Event**

**For further information contact: Robin Willits
FAX 817-380-7011; E-mail address: robin.willits@fsresidential.com**

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this Solicitation. **Completed Bids, one (1) hard copy response AND one (1) electronic copy in Adobe PDF format on flash drive, must be received in the First Service Fort Worth Office by February 13 @ 1:30PM CST.** Bids must be submitted in a sealed envelope, addressed to PID #6 and have the Solicitation Number, Closing Date and Time, and Company (Bidder) Name clearly marked on the outside envelope. **Bids should be mailed, or hand delivered to the following address:**

First Service Residential, 9800 Hillwood Parkway, Suite 210, Ft Worth, TX 76177

*Bids to be delivered by special courier (i.e. Federal Express, Special Delivery etc.) are to be marked

BID MUST BE DELIVERED TO 9800 Hillwood Parkway, Suite 210 Ft Worth, TX 76177 BEFORE 1:30PM on February 13, 2019 in order to be considered. Late bids will be returned and will not be opened nor considered in the evaluation of the bid. Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended, or withdrawn after the official opening.

The undersigned agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be 90 calendar days after the bid opening date unless the bidder submits a different date.

I have read and agreed to the attached Terms and Conditions, Instruction to Bidders, and the Invitation to Bid requirements. Failure to complete the requested information below may result in rejection of your bid. This Principal Place of Business is required to have at least having one permanent active business office and employee located in Texas.

Company Name: _____
Company Street Address: _____
Company City, State, Zip Code: _____
Federal ID Number (TIN): _____
Telephone Number: _____ Fax Number: _____
Email Address: _____

Company's Authorized Agent
Name and Title (Typed or Printed): _____
Signature: _____

INSTRUCTIONS TO BIDDERS

1.0 SCOPE OF WORK

- 1.1 FirstService Residential, hereinafter “FirstService”, is accepting bids on behalf of the **Public Improvement District #6**, hereinafter “Association” for **Fireworks Display Event** as specified in this Invitation to Bid (ITB.)
- 1.2 This Agreement shall begin on the date stated in Purchase Order or Contract (“Effective Date”) and shall expire on upcoming date stated in the Purchase Order or Contract, (“Expiration Date”), unless terminated earlier in accordance with this Agreement (“initial Term”). Upon the expiration of the Initial Term, the Agreement shall renew automatically under the same terms and conditions for up to four (4) one-year renewal periods (Saturday before the 4th of July each year) and for a final fifth renewal period which shall expire on completion of the total six-year duration, unless Company provides the other party with notice of non-renewal at least 30 days before the expiration of the Initial Term or renewal period. However, if funds are not appropriated, the Company may cancel the Agreement 30 calendar days after providing written notification to the Contractor/Vendor.
- 1.3 The successful Company/Bidder, hereinafter “Bidder”, will be responsible for
 1. A twenty (20) minute fireworks show at the PID 6 park located on Island Circle on June 29, 2019.
 2. The cost for all shells, services of pyrotechnician transportation, shipping, an electronic firing board and all other related charges and fees shall not exceed Twenty-four Thousand Dollars (\$24,000).
 3. Secure all necessary permits, insurance, barges, and equipment.
 4. Load in may begin on June 28, 2019.
 5. Provide show details, shell counts and all costs in your bid proposal.
 6. Vendor representative to attend appropriate security/logistics meeting.

2.0 SOLICITATION

- 2.1 Bidders are expected to examine all documents that make up this Solicitation. Bidders shall promptly notify FirstService of any omission, ambiguity, inconsistency, or error that the Bidder may discover upon examination of the Solicitation. Bidders must use a complete Solicitation to prepare Bids. FirstService assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
- 2.2 Solicitation Schedule:
 - 2.2.1 **ITB Sent: 6 February 2019**
 - 2.2.2 **Explanations or Clarifications Due:**
 - 2.2.2.1 **Deadline: 8 February 2019 12:00pm CST**
 - 2.2.2.2 **To: Robin Willits**
 - 2.2.2.3 **Email questions to: robin.willits@fsresidential.com**
 - 2.2.3 **Solicitation Submittals Due:**
 - 2.2.3.1 **Closing Date and Time: 13 February 2019 1:30PM CST**
 - 2.2.3.2 **Solicitations to be mailed, or hand delivered to First Service Residential, 9800 Hillwood Parkway, Suite 210, Ft Worth, TX 76177**

3.0 EXPLANATIONS OR CLARIFICATIONS

- 3.1 Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the Solicitation must be requested in writing from FirstService within the allotted schedule for a written addendum to reach each Bidder before the submission of their Bid. Interpretations, corrections, or changes to the Solicitation made in any other manner are not binding upon the Association and FirstService, and Bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- 3.2 Requests for explanations or clarifications may be emailed to the contact noted on page 1 of this ITB. The email must clearly identify the Bidders name and the Solicitation number. Any material information given to one Bidder concerning a Solicitation will be furnished by an Addendum to all Bidders who have been issued a Solicitation.
- 3.3 Unauthorized Communications: All Bidders contact regarding this Invitation to Bid (ITB) with employees or officials of FirstService or the Association, other than the contact noted on page 1 of this ITB or as otherwise indicated in the ITB, is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Bidder shall have any contact or discussion, verbal or written, with any employee of FirstService and/or the Association, its staff or its consultants, or directly or indirectly through others, seek to influence any Association Member and/or FirstService employee, its staff, or its consultants regarding any matters pertaining to this Solicitation, except as herein provided. Any violation of this prohibition may result in the Bidder being disqualified. Any oral communications are considered unofficial and nonbinding with regard to this ITB.

4.0 PREPARATION OF BIDS

Each Bidder must furnish all information required by a Solicitation on the documents provided. Bids submitted on other than the forms included in the Solicitation shall be considered non-responsive. Any attempt to alter the wording in the Solicitation is ineffective and will result in rejection of the Bid.

- 4.5 Prices:
 - 4.5.1 Bids shall be firm priced offers unless otherwise specified.
 - 4.5.2 Pricing shall be entered on the Bid Form in ink or typewritten.
 - 4.5.3 Totals shall be entered in the "Total Price" column of the Bid Sheet.
 - 4.5.4 In the event of a discrepancy between unit price and extended price, the unit price shall govern.
 - 4.5.5 Prices shall be offered in the Dollars of the United States of America (or decimal fractions thereof).
- 4.6 Signature: The Bidder must sign each document in the Solicitation requiring a signature. Any change made to the Bid must be initialed by the Bidder.
- 4.7 Bid Security: If a bid security is required for this Solicitation, cashier's check or an acceptable surety bond in the amount indicated in the Invitation to Bidders must be submitted at the time the bid is submitted and is subject to forfeiture in the event the successful bidder fails to execute the contract documents within 10 calendar days after the contract has been awarded.
 - 4.7.1 To be an acceptable surety on the bond:
 - 4.7.1.1 The name of the surety shall be included on the current Department of the Treasury's Listing of Approved Sureties (Department Circular 570); or
 - 4.7.1.2 The surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the State of Texas.
- 4.8 Alternate Bids: Bidders may offer an "equal" product as an alternate bid. Final "approved equal" determination remains with FirstService.
- 4.9 Proprietary Information:
 - 4.9.1 All material submitted to the Association and FirstService will not be returned.
 - 4.9.2 Each page containing Proprietary Information must be identified and marked proprietary at time of submittal. The Association and FirstService will, to the extent allowed by law, endeavor to protect such information from disclosure.
 - 4.9.3 Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- 5.10 Bid Preparation Costs: All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.
- 5.11 Payments: All payment terms shall be **net 60 days** unless otherwise specified in the bid document.

5.0 SUBMISSION OF BIDS

- 5.1 Copies: Unless otherwise specified, Bidders are required to submit one (1) hard copy responses AND one (1) electronic copy in Adobe PDF format on flash drive.
- 5.2 Documents required with Bid: The following documents must be submitted with each Bid prior to the Due Date and Time:
 - 5.2.1 *A completed and signed original ITB form.*
 - 5.2.2 *A completed Attachment A detailing specifications for the **PID #6 Fireworks Display Event**.*
 - 5.2.3 *A completed Reference Sheet*
 - 5.2.4 *The Bid Sheet; and*
 - 5.2.5 *Any other document included in the Solicitation requiring completion or execution by the Bidder.*
- 5.3 Addenda: Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Bid if requested or under separate cover prior to the Due Date and Time. Addenda containing bid pricing should be returned in a sealed envelope marked on the outside with the Bidder's name, address, the Solicitation number, and the Due Date and Time.
- 5.4 Late Bids: Bids must be received at the location specified on Page 1 of this ITB prior to the Due Date and Time. All Bids received after the Due Date and Time are considered late and will be returned to the Bidder unopened. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid. FirstService will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Bidder.
- 5.5 Failure to submit the items listed in sections 5.2 and 5.3 may be grounds for rejection of a bid as non-responsive to the specifications.

6.0 MODIFICATION OR WITHDRAWAL OF BIDS

6.1 Modification of Bids: Bids may be modified in writing at any time prior to the Due Date.

6.2 Withdrawal of Bids: Bids may be withdrawn in writing, by email, or by facsimile (provided that the facsimile is signed by the Bidder) at any time prior to the Due Date. A Bid may also be withdrawn in person by a Bidder, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Bidder. No Bids may be withdrawn after the Due Date without forfeiture of the Bid guarantee, unless there is a material error in the Bid. Withdrawn Bids may be resubmitted, with or without modifications, prior to the Due Date. FirstService may require proof of agency from the person withdrawing a bid.

7.0 OPENING OF BIDS

This will be a private opening by FirstService Residential.

8.0 EVALUATION FACTORS AND AWARD

8.1 Evaluation: The Association intends to award this agreement on an all or none basis. Bidders must bid on all line items to be considered a responsive bidder. Final bid award will be made based on evaluation criteria set forth below.

8.2 Award: The Association intends to award contract(s) to the bidder(s) whose offer represents the “best value” to the Association or exceeding all specifications.

8.2.1 The following criteria may be considered to determine the best:

8.2.1.1 *Purchase Price;*

8.2.1.2 *Reputation of the bidder and of the bidder’s goods or services;*

8.2.1.3 *Quality of the bidder’s goods or services;*

8.2.1.4 *Extent to which the goods or services meet the Association and/or FirstService’s needs;*

8.2.1.5 *Bidder’s past relationship with the Association and/or FirstService;*

8.2.1.6 *Total long-term cost to the Association and/or FirstService to acquire the bidder’s goods or services; and*

8.2.1.7 *Any relevant criteria specifically listed in the request for bids or proposals.*

8.2.2 Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.

8.2.3 *The Association, when considering competitive sealed bids, may enter into a contract for certain purchases with a bidder whose principal place of business is in the State of Texas and whose bid is within 3 or 5 percent of the lowest bid, depending on the value of the request and goods or services requested, if the lowest bid is from a business outside the municipality and contracting with the local bidder would provide the best combination of price and other economic benefits to the municipality. Bidders interested in applying for local preference consideration shall complete the attachment titled “CONSIDERATION OF LOCATION OF BIDDER’S PRINCIPAL PLACE OF BUSINESS” and return it with their bid.*

8.2.4 The evaluation matrix below assigns a numerical weighting that each criterion will be given based on a maximum score of 100 points for all three (3) criteria.

SECTION	EVALUATION CRITERIA	MAXIMUM SCORE
8.2.1	Purchase Price.	40
8.2.2	Ability to fulfill the complete order within an acceptable timeframe.	20
8.2.3	Adherence to the terms stated in the ITB without exceptions.	40
8.2.4	Reputation of the bidder and of the bidder’s goods or services.	
	TOTAL AVAILABLE POINTS	100

8.3 Acceptance of Bid: Acceptance of a Bid will be in the form of a Purchase Order or a Contract. Subsequent purchase releases may be issued as appropriate. The contents of a Bid shall become a part of the Contract. Under no circumstances will the Association or FirstService be responsible for Goods or Services provided without an acceptance signed by an Authorized Association Representative.

8.4 Reservations: The Association and FirstService expressly reserve the right to:

8.4.1 Specify approximate quantities in the Solicitation;

8.4.2 Extend the Solicitation opening date and time;

8.4.3 Consider and accept alternate Bids, if specified in the Solicitation, when most advantageous to the Association and/or FirstService;

- 8.4.4 Waive as an informality, minor deviations from specifications provided the deviations do not affect competition or result in functionally unacceptable goods or services;
- 8.4.5 Waive any minor informality in any Bid or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidder);
- 8.4.6 Add additional terms or modify existing terms in the Solicitation;
- 8.4.7 Reject a bid because of unbalanced unit prices bid;
- 8.4.8 Reject or cancel any or all Bids and waive any or all irregularities;
- 8.4.9 Reissue a Solicitation; and/or
- 8.4.10 Procure any product and/or service by other means.

8.5 *Evaluation Procedure*

- 8.5.1 *Review of all the bid responses in conformance with this ITB.*
- 8.5.2 *The elimination of all bid responses that deviate substantially from the requirements of the ITB.*
- 8.5.3 *The assessment of the remaining responses including a review of bidders' personnel capability and previous experience with the bidder.*
- 8.5.4 *Verification of bidders' references.*
- 8.5.5 *Tabulation of evaluation criteria.*

9.0 WARRANTIES

- 9.1 The Bidder shall warrant and/or shall guarantee all **fireworks** against any defects in design, workmanship, materials and failure to operate satisfactorily. All fireworks shall be constructed to the highest standards. **Fireworks** manufactured of poor workmanship will not be accepted.
- 9.2 The warranty and/or guarantee shall begin on the date the **PID #6 Fireworks Display Event** is placed into service by FirstService and shall continue through the manufacturer's standard warranty period. All items shall carry the standard warranty of the manufacturer. Attach current literature and/or spec sheet of proposed equipment.

10.0 MANUALS/ SOFTWARE

The Bidder shall provide operator/standard manuals and service manuals for all major components (Electronic PDF format required).

11.0 INVOICES

- 11.1 Invoices should be submitted directly to **fsresidentialAPDallas@AvidBill.com**. It is the responsibility of the Bidder to get the name of the responsible person, telephone numbers and address of the department at the time the service is requested. **Invoices should be addressed as follows:**
Bill To: PID 6 #455
FirstService Residential
PO Box 32577
Charlotte, NC 28232
- 11.2 **A properly prepared invoice must be submitted and shall be typewritten, or computer printed, and shall include the Bidder's name, invoice number, address, date, location and service description, unit price, with extended cost for labor and materials. Incomplete or inaccurate invoices may result in delayed payments, as such be returned to the Bidder for correction and re-submittal**

12.0 INSURANCE REQUIREMENTS

- 12.1 Insurance Section – Basic Coverage Lines and Applicable Policy Limits. The successful bidder must provide a certificate of insurance documenting the required insurance coverage(s) listed below within 10 days of notice of award and at least 10 days prior to policy expiration date (s). Insurance coverage(s) required herein are intended to respond to occurrences which may arise from services and/or goods related to this bid solicitation.
- 12.2 Statutory Workers' Compensation Insurance and Employer's Liability Insurance at the following limits:
\$100,000 Each Accident
 Workers' Compensation and Employers' Liability coverage with limits consist with statutory benefits outlines in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability.
- 12.3 Commercial General Liability Insurance shall be provided as follows:
\$10,000,000 Each Occurrence

\$2,000,000 Annual Aggregate

Coverage shall include but not limited to premises/operations, independent contractors, products/completed operations, personal injury, and contractual liability. Insurance shall be provided on an occurrence basis, and as Comprehensive as the current insurance policy. In some instances, Errors & Omissions coverage may be included by endorsement.

- 12.4 Auto Liability Insurance shall be provided as \$1,000,000 Combined Single Limit Each Accident. A commercial business policy shall provide coverage on "Any Auto," defined as autos owned, hired and non-owned.
- 12.5 Policies shall be endorsed to provide the Association and FirstService a thirty (30) day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the Association and FirstService as an additional insured.
- 12.6 Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

**First Service Residential
PID 6 #455
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219**

13.0 ADDITIONAL INSURANCE REQUIREMENTS

- 13.1 FirstService, its Officers, Employees and Volunteers shall be named as an Additional Insured as specified in Sections 13.1.1 and 13.1.2 of this ITB. This insurance shall not be canceled, limited in scope or coverage, cancelled or non-renewed, until after thirty (30) days prior written notice has been given to FirstService.

13.1.1 The Association shall be named as the insurance certificate holder as shown below:

**FirstService Residential
3102 Oak Lawn Avenue, Suite 202
Dallas, TX 75219**

- 13.2 Waiver of rights of recovery (subrogation) in favor of the Association and FirstService.
- 13.3 The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers' compensation, all insurers must have a minimum rating of A: VII in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of the Association and FirstService. If the rating is below that required, written approval of the Association and FirstService is required.
- 13.4 If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance is required for any differences. Excess Liability shall follow form of the primary coverage.
- 13.5 Unless otherwise stated, all required insurance shall be written on the occurrence basis. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the contractual agreement and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the service provided under the contractual agreement or for the warranty period, whichever is longer. An annual certificate of insurance submitted to FirstService shall evidence such insurance coverage.

14.0 POST-BID DOCUMENTS REQUIRED FROM BIDDERS

- 14.1 Certificates of Insurance: When insurance is required, the successful Bidder must provide Certificates of Insurance in the amounts and for the coverages required to FirstService within 7 calendar days after notification of award, or as otherwise required by the Solicitation.
- 14.2 Payment and/or Performance Bonds: When Payment and/or Performance Bonds are required, the successful Bidder must provide the bonds, in the amounts and on the conditions required, within 7 calendar days after notification of award, or as otherwise required by the Solicitation.
- 14.3 List of Subcontractors: The successful Bidder must provide a complete listing of subcontractors and others proposed to be employed on a project as required by the Solicitation.
- 14.4 Contractor(s) Licenses: The successful Bidder must provide a copy of all contractor and subcontractor licenses that will be performing any work awarded by this Solicitation.
- 14.5 Minority Business (MBE) / Woman-Owned Business Enterprise (WBE) Documents: *If a MBE/WBE goal has been established for the bid, the applicable documents must be submitted by all bidders wishing to continue in the bid evaluation process within five (5) FirstService business days after the bid opening date, exclusive of the bid opening date, to FirstService location specified in the bid. Bidders shall obtain a receipt from the appropriate department as evidence that FirstService received the documentation.*

15.0 DELIVERY TERMS – F.O.B. DESTINATION

- 15.1 *Deliveries will be accepted Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m., unless otherwise requested.*
- 15.2 *All delivery and freight charges are to be included in the bid price.*
- 15.3 *Prior to delivery, Vendor shall service the unit in accordance with factory recommendations. Upon delivery, unit shall be completely assembled, and adjusted. All equipment, including standard and supplemental equipment, shall be installed and the unit made ready for continuous operation. It shall perform in an acceptable manner without further adjustments or modifications. Any and all hydraulic tanks & reservoirs are to be full.*
- 15.4 *The following must accompany each unit upon delivery (when applicable): Manufacturer's Certificate of origin, original sales invoice dated the date of delivery, signed Application for Texas Title Form 130-U.*
- 15.5 *Trailer Deliveries*
- 15.5.1 *All deliveries must be scheduled with:*
- Robin Willits
PID 6 General Manager
817-380-7003
9800 Hillwood Parkway, Suite 210
Ft Worth, TX 76177***

**PURCHASING DEPARTMENT
 BID SHEET**

You are invited to bid on the following:

Title: Firework Show

INSTRUCTIONS:

All prices must include all costs. Costs included in the bid prices shall include services rendered and parts, labor, accessories and any other standard equipment necessary provide this service, freight, delivery, installation, and training instructions. Pricing for each component shall be effective for one (1) year from date of bid award. The City is not subject to sales tax.

ITEM NO.	QUANTITY (ESTIMATED)	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	Ea.	Firework Show	\$ _____	\$ _____

GRAND TOTAL: _____

NOTE: All prices quoted shall remain firm for period of 365 calendar days after the due date of the quotation submittal, unless a longer period has been agreed upon by both parties.

REFERENCE LISTING FORM

List a minimum of 3 references for similar projects and contracts which you have completed within the past 5 years.

1. CUSTOMER NAME: _____
ADDRESS: _____
TELEPHONE: (____) _____
EMAIL: _____
CONTACT NAME: _____
DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: \$ _____

2. CUSTOMER NAME: _____
ADDRESS: _____
TELEPHONE: (____) _____
EMAIL: _____
DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: \$ _____

3. CUSTOMER NAME: _____
ADDRESS: _____
TELEPHONE: (____) _____
EMAIL: _____
DATE OF COMPLETION OF PROJECT: _____
CONTRACT AMOUNT: \$ _____

My company has been in this type of business for _____ years.

State License Number: _____

Expires: _____