



REQUEST FOR PROPOSAL

COMMUNITY DAYS FIREWORKS

Original proposals and with four copies will be submitted sealed via mail or courier to:

City of North Chicago
2024 Community Days Fireworks Display Services
Attn: Gregory Jackson, Chief of Staff, Office of the Mayor
1850 Lewis Avenue
North Chicago, Illinois 60064

Inquiries regarding this RFP must be submitted via email to: grejac@northchicago.org

DEADLINE FOR PROPOSAL SUBMISSIONS: June 27, 2024

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SUBMISSION SYNOPSIS

The City of North Chicago will receive sealed proposals until 12:00 p.m. local time on June 27, 2024, at the North Chicago City Hall, located at 1850 Lewis Avenue, North Chicago, IL 60064, at which time and place the bids will be publicly opened.

The City of North Chicago is seeking separate proposals for a 3-year agreement to provide a 20-minute fireworks display, to take place on Saturday, August 3, 2024, TBD August 2025, TBD August 2026.

Proposal specifications will be made available free of charge on Thursday, June 20, 2024, at the City of North Chicago website located at www.NorthChicago.org.

The City of North Chicago reserves the right to defer the acceptance of a proposal for a period not to exceed 90 calendar days after the date proposals are received

The City of North Chicago reserves the right to accept or reject any and all proposals and to waive technicalities and to accept the proposal which best meets the needs and requirements of the City.

City of North Chicago

Gregory Jackson
Chief of Staff
Office of the Mayor

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CONTRACTOR LETTER

RETURN WITH BID

CITY OF NORTH CHICAGO
COMMUNITY DAYS FIREWORKS DISPLAY SERVICES

TO: Mayor and City Council
City of North Chicago
1850 Lewis Avenue
North Chicago, Illinois 60064

FROM: _____
Company

Address

City State Zip

(____)_____ Telephone

Dear Mayor and City Council Members:

We, the undersigned, hereby propose to furnish all labor, materials, tools, and services required to conduct the Community Days Fireworks Display Services project for the City of North Chicago, Illinois ("City") in accordance with the Plans and Specifications, Notice to Bidders, Instructions to Bidders, and forms of Contract and bid bond. The undersigned declares that we have examined said Contract Documents and acknowledges that the same are accurate and complete and are approved by the undersigned.

The undersigned agrees that the contract shall be for a one-year period, but shall provide that it can be extended, on an annual basis, at the option of the City of North Chicago in its sole and absolute discretion, for up to two additional years, on the terms in the bid document submitted in response to the request for proposal. The undersigned agrees to commence work not later than 10 calendar days after the notice to proceed from the City, and to complete the project within the time frame specified in the Contract Documents.

The Contractor understands that a contract to purchase products and/or work shall be based upon the terms of the Contract Documents upon acceptance of Contractor's proposal by the City, and that the City will not execute any form of contract submitted by the Contractor. The City expressly rejects any form of contract submitted by the

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Contractor, and by submitting a bid the Contractor has agreed that any such form is expressly superseded by the Contract Documents. No substitutes will be permitted unless specified by the Contractor in the proposal and approved by the city.

The undersigned submits the following Schedule of Unit Prices for the work to be performed as shown on the Plans and Specifications, and agrees that the items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

The undersigned has received and considered in this proposal the following:

Addendum # _____
Addendum # _____
Addendum # _____

If no addenda were received, mark not applicable.

The prices stated in this proposal are guaranteed for 90 days from the date hereof, and if awarded the work within that period, we agree to complete the work covered by this proposal at the said prices.

Dated this ___ day of 20___.

Respectfully submitted,

Company

Title

RETURN WITH BID

SCHEDULE OF UNIT PRICES

Fireworks Display Services Proposal Years 2024-2026

Item No.	Description	Display Duration	Cost
1.	Fireworks Display Services for Saturday, August 3, 2024.	_____ Minutes	\$ _____
2.	Fireworks Display Services for Saturday, August 2, 2024.	_____ Minutes	\$ _____
3.	Fireworks Display Services for Saturday, August 1, 2024.	_____ Minutes	\$ _____
Total Three-Year Cost			\$ _____

Dated this _____ day of _____, 202____.

Respectfully submitted,

Company

By:

Title

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CONTRACTOR'S CERTIFICATION

_____, of _____, Illinois, as part of its bid on a contract for Community Days Fireworks Display Services for the City of North Chicago, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 5/33E-3 or 5/33E-4 of Article 33E of Chapter 720 of the Illinois Compiled Statutes, 1994.

_____, having submitted a bid/proposal for Community Days Fireworks Display Services for the City of North Chicago, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with Chapter 775 ILCS 5/2-105(A), 1994.

I, _____ duly authorized agent for _____, having been first duly sworn depose and state as follows:

The above-named company is not delinquent in payment of any tax administered by the Illinois Department of Revenue. If it is:

- a. It has previously filed the appropriate document contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
- b. It has entered into an agreement with the Department of Revenue for payment of all its taxes due and is in compliance with that agreement.

Patriot Act. The aforementioned Contractor represents and warrants that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

By: _____
Signature

Name Printed

Subscribed and sworn to before me this ____day of __, 20__.

Notary Public

SEAL

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CONTRACTOR REFERENCES

Please list below three (3) references for which your firm has performed similar work.

Municipality: _____
Address: _____
City, State, Zip Code: _____
Contact Person: _____
Telephone Number: _____

Municipality: _____
Address: _____
City, State, Zip Code: _____
Contact Person: _____
Telephone Number: _____

Municipality: _____
Address: _____
City, State, Zip Code: _____
Contact Person: _____
Telephone Number: _____

GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS

Examination of Plans, Specifications and Site of Work: The bidder shall carefully examine the site of the proposed work and the plans, specifications, and forms of proposal, and contract before submitting their bid for the work contemplated. The submission of a proposal shall be considered conclusive evidence that the bidder has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to the character, quality, quantities, and costs of work to be performed and materials to be furnished, and to the requirements of the Contract Documents. Should this bid be accepted, the bidder will be responsible for all errors in the proposal resulting from failure or neglect to comply with these instructions, and for any anticipated profits resulting from such failure or neglect.

Preparation of Proposal: The bidder shall submit the proposal on forms furnished by the City. All writing shall be in ink or typed, except the signature of the bidder shall be handwritten with ink. A proposal made by an individual shall be signed by the bidder or a duly authorized agent. A proposal made by a partnership shall be signed by one partner or by a duly authorized agent thereof. A proposal made by a corporation shall be signed by an authorized officer or duly authorized agent of such corporation.

Bidder's Statement of Competency: The bidder shall submit with the proposal a satisfactory statement of competency to perform the work contemplated in the form of a signed letter addressed to the City. The bidder's statement of competency shall consist of a complete report of equipment, prior experience including project names, locations, dates of completion, contact names with telephone numbers of at least three (3) clients with similar projects completed within the last 18 months.

Delivery of Proposal: The proposal shall be placed in a sealed envelope plainly marked to indicate the project name, its contents, and the bidder's name and address. Proposals shall be delivered prior to the time and at the place designated in the Notice to Contractors. When delivered by mail, the sealed proposal marked as specified above shall be enclosed in an additional envelope addressed to the City. If the proposal is received after the opening of bids, it will be returned to the bidder unopened. The bidder is solely responsible for delivery of its proposal on time.

Opening of Proposals: Proposals will be opened and read publicly at the time and place designated in the Notice to Contractors. The City reserves the right to hold a closed bid opening with the recording being available per the instructions in the Notice to Bidders. The City will not accept any unsolicited information regarding the proposals after the bid opening but reserves the authority to request supplemental information meant to clarify any ambiguities in a proposal.

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Rejection of Proposals: The City reserves the right to reject a bidder's proposal for any of the following causes:

Developments or information discovered after the bid opening which in the Owner's opinion would reasonably be construed as affecting the competency or responsibility of the bidder.

Conviction of a violation of State or Federal law, or rule or regulation of a State or Federal agency, relating to or reflecting on the competency of the bidder for performing the work contemplated.

More than one proposal for the same work from an individual, partnership, or corporation under the same or different names, or evidence of collusion among bidders.

Proposal contains omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

Proposal form is other than furnished by the city.

Proposal is not accompanied by a proper bidder's statement of competency.

Lack of qualifications as revealed by the bidder's statement of competency.

Uncompleted work which in the judgement of the city might hinder or prevent the prompt completion of additional work if awarded.

The bidder's history of performance or nonperformance on prior projects for the city.

Award of Contract: Unless all proposals are rejected for good cause, award of contract will be made to the lowest responsive, responsible bidder whose proposal complies with all specified requirements stated herein. The successful bidder will be notified by letter that his bid has been accepted and he has been awarded the contract by the City.

Insurance Requirements: The contractor shall secure and maintain such insurance from an insurance company authorized to write commercial general liability insurance in the State of Illinois to protect against claims for bodily injury, death, or property damage which may arise from the project. The policy shall name the City as an additional insured, and

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the Contractor shall submit a certificate of insurance or certified copy of the policy to the City. The insurance shall cover the following:

Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by the State of Illinois Revised Statutes.

General liability Insurance including general aggregate coverage, products aggregate coverage, personal and advertising injury, and each occurrence; a minimum limit of two million dollars (\$1,000,000.00) for each item.

Automobile and truck public liability including bodily injury (per person), bodily injury (per accident) and property damage; a minimum combined single limit of two million dollars (\$1,000,000.00).

Failure to Execute Contract: Failure on the part of the successful bidder to execute a contract within 15 days after the date the contract was mailed or otherwise delivered, will be just cause for annulment of the award. If the City fails to execute the contract agreement within a reasonable time, not to exceed 90 days after receiving the executed contract agreement from the successful bidder, the Contractor shall have the right to withdraw his proposal.

Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City and its officers, agents, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to party or person described in this Paragraph 10. The Contractor shall further indemnify, defend, and hold harmless the City and its officers, agents, and employees from and against any claims, damages, losses, and expenses, including but not limited to attorneys' fees, resulting from Contractor's breach of the Contract.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation or amount or type of damages, compensation

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or benefits payable by or for the Contractor or a Subcontractor under workman's compensation acts, disability benefit acts or other employee benefit acts.

Tax Exempt: The City of North Chicago is a tax-exempt body. All purchases of materials subject to a sales or use tax shall be coordinated with the City to claim this tax-exempt status.

Delays and Extensions of Time: If the Contractor is delayed at any time in progress of the work by an act or neglect of the City, or of a separate contractor employed by the City, or of an employee of either, or by changes ordered in the work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, or by delay authorized by the City, at its sole discretion, pending arbitration, or by other causes which the City, at its sole discretion, determines may justify delay, then the contract time shall be extended by change order for such reasonable time as the City may determine at its sole discretion.

Payment and Holdback: The City approves invoices on the first and third Mondays of each month. All invoices must be submitted for payment one week prior to each council meeting which generally fall on the second and fourth Mondays of each month. Invoices will be submitted for approval by the City Council at each respective council meeting and payment will be made the following business day once approved.

Subcontractor: If contractor proposes to perform contract with Subcontractor(s), then all qualifications, insurance requirements, and other applicable terms and conditions shall apply to every Sub-contractor. The proposal shall include such documentation for each Subcontractor. Prior to any work being performed by the Subcontractor, the Contractor shall submit all the necessary information to the City regarding Subcontractor including company name, company address, certificate of insurance, licenses, years in business, bid certification, name of project, and contact person. The City, at its sole discretion, may require additional insurance, bonds, or deposits to assure faithful performance.

Clean Up: The Contractor shall at all times keep the premises free from accumulation of waste materials and rubbish caused by the work. Tools, equipment, and surplus materials shall be removed upon completion of the work.

If the Contractor fails to clean up as provided in the Contract Documents, the City may do so, and the cost thereof shall be charged to the Contractor or subtracted from any holdback amount.

Final Acceptance:

Preliminary Procedures: before requesting final payment, complete the following:

List any exceptions in the request for final payment.

Submit a final statement, accounting for final additional changes to the Contract.

Submit the notice of final acceptance from the city along with all other documentation.

Submit a final lien waiver and contractor sworn statement from the Contractor, all subcontractors, and materialmen.

Warranty: The Contractor shall guarantee that the materials, merchandise and workmanship incorporated into the work are of the highest quality in every respect and that it will make well any defects in materials or workmanship which may develop within one year from the date of final acceptance, at no cost to the City.

Contractor shall assign to the City, to the fullest extent permitted by law, all warranties provided by original equipment manufacturers for materials incorporated into the work or provided in the performance of the Contract.

If defects appear due to faulty workmanship or materials within the warranted period, the Contractor will upon receipt of notice thereof repair or replace same without charge to the City. All non-warranty services furnished by the Contractor after installation and acceptance will be provided by the Contractor at the prevailing rate of wages for the trade required. The Contractor will provide such service through its own mechanics and Subcontractors and shall charge only the effective rate.

Replacement merchandise and parts other than those furnished under warranty shall be provided at the same rates as the basic products sold under these General Conditions.

In the case of any work performed in correcting defects pursuant to the guarantees provided for by the Contractor, the guarantee period shall begin anew from the date of the notice of acceptance of the repair work.

The forgoing remedies shall not deprive the City of any action, right, or remedy otherwise available for breach of any of the provisions of the Contract Documents by the Contractor and the periods referred to above and shall not be construed as a limitation on the time in which the City may pursue other action, right, or remedy.

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Liens/Waivers: The Contractor shall submit in a timely manner a waiver of lien for each and every item of equipment procured or installed under this contract. No payment shall be made to the Contractor until all necessary waivers of lien are submitted to the Owner.

Section I: Fireworks Displays Specifications

General Event Information

DATES:

Saturday, August 3, 2024; Saturday, August 2, 2025; Saturday, August 1, 2026.

(Inclement Weather Dates: To be determined by mutual agreement of the City of North Chicago and Contractor, as necessary).

TIME:

Approximately 9:00 PM

LOCATION:

North Chicago Community High School Football Field
1717 17th Street, North Chicago, Illinois.

Specifications for Fireworks Displays

Duration and Timing of Displays. The Contractor shall provide at a minimum a 20-minute, continuous aerial fireworks display at the designated location with no delays between firing. Each display shall commence promptly at dusk. In the event of inclement weather, the City, in consultation with the Contractor, shall have the final decision on whether the display will be postponed, halted or altered due to unsafe conditions that could endanger the safety of the spectators, operators and/or crew members provided by Contractor. In the event the City postpones the display and provides a minimum of 48 hour written notice, no financial penalty shall be incurred to reschedule the date.

Aerial Displays Only. Due to the nature of the discharge location, and to accommodate multiple viewing locations, each fireworks display must be entirely aerial; ground displays are not to be provided. The size of aerial shells should be such that the display reaches an altitude that can be easily seen above the tree canopy and building obstructions from approximately 4,000 feet away.

Music Synchronization. To entertain the large number of spectators at the launching site, the firework display shall be synchronized with music provided by the Contractor and

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determined by mutual agreement of the City. The music will be played via loudspeaker at the viewing site.

Provision of Labor and Equipment by Contractor. The Contractor shall furnish all labor, equipment, supplies, personnel and supervision to provide the fireworks displays. The Contractor shall provide a crew of experienced pyrotechnic operators to deliver, set up and execute entire displays and remove all equipment after displays are finished. The Contractor shall not allow any employee to perform work who is intoxicated or under the influence of a controlled substance.

Cleanup of Shooting Area. The Contractor must clean up the shooting area after each firework display to the satisfaction of the City. Specifically, and without limitation of the foregoing, the Contractor must remove and properly dispose of all unfired and/or unexploded material. A Contractor representative, along with representatives from the city, will be required to visually inspect the shooting area at the conclusion of each fireworks display to determine that the Contractor has satisfactorily cleaned the area.

Compliance with National Standards. The Contractor shall conduct each firework display in accordance with National Fire Protection Association standards and guidelines for safety.

Compliance with Laws. The Contractor shall be required to obtain, at the Contractor's expense, all permits, give all necessary notices, pay all license fees, and comply with all local, state and federal rules and regulations, ordinances and statutes that apply, including, without limitation, the Pyrotechnic Distributor and Operator Licensing Act, 225 ILCS 227/1 *et seq.* ("Act"). The Contractor assumes complete and sole liability for all federal, state and local taxes that are applicable.

Section II: Qualifications

Pyrotechnic Operator's License

The Contractor shall present to the City evidence that all persons involved in the provision of the fireworks display are properly licensed pursuant to the Act and any other applicable law.

Insurance

The Contractor shall provide proper insurance protection for the benefit of spectators, which shall take effect upon arrival of Contractor's personnel at the site of the displays and is to remain in effect during and after the display, or until the residuals from the

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fireworks program are removed from the site. The limit of liability shall cover bodily injury and property damage and shall be in minimum amounts of \$1,000,000 for personal injury and \$1,000,000 for property damage. The City shall be named as additional insured parties on all required policies of insurance. The Contractor shall provide a certificate of insurance, evidencing compliance with this Subsection III.B, not less than 60 days prior to the performance of each fireworks display.

Section III: Content of Proposals

Each proposal submitted to the City shall include, without limitation, the following information:

Description of the Firm

Describe your firm's structure, areas of expertise, time in business, number of employees and other information that would help characterize your firm.

Content of Proposed Displays

Provide a written, pictorial and video description, as appropriate, of the proposed fireworks displays to be provided to the city.

Provide a shell inventory that indicates the number of proposed shells by size, type, show breakdown totals (Grand Opening, Main Body, Barrage and Grand Finale) and overall total. Detail and indicate how many of each size shell would be used for each fireworks display. Please include information that indicates proposed shell types by break patterns and color. Indicate if any special shapes including but not limited to hearts or smiley faces are offered.

Explain how the proposed displays comply with the specifications set forth in this Request for Proposals to include aerial only displays and music synchronization.

Identification of Operators and Crew Members

Proposals must include a complete list of the on-site manager(s), display operators and crew members and a listing of licenses, other credentials and years of experience. Proposals must also indicate compliance with the licensing obligation set forth in Section II.A of this RFP.

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Proposed Fee

State the proposed fee for the provision of the fireworks displays. The city is exempt from all Federal and State tax; proposals must quote prices which do not include such tax.

The city may increase its investment for any fireworks display within a minimum of four months written notice to the Contractor.

PLEASE BE ADVISED, the city does not intend to pay more than
\$20,000 annually or ***\$60,000*** over the duration of five years.

Section IV: Evaluation of Proposals and Selection Process

City staff will evaluate all properly submitted proposals and will grade and rank all proposals with respect to the criteria set forth in this Request for Proposals, each Proposer's references, past show performance (when applicable), and the proposed fee. The City will then select the top preferred Proposer, with whom a contract, on a form to be provided by the City, will be negotiated. The City Council has the ultimate authority to approve any proposal and to authorize execution of the negotiated contract.

The City reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened.

Proposals submitted are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the firms submitting proposals. Issuance of this RFP does not obligate the City to pay any costs incurred by a respondent in its submission of a proposal or making any necessary studies or designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this RFP.

A proposer may withdraw its proposal, either personally or by written request, at any time prior to the scheduled deadline for submittals. No proposal shall be withdrawn for 60 days after the RFP Due Date. Proposals shall be subject to acceptance during this period.

The City reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the City and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Firms should not rely upon, or anticipate, such waivers in submitting their proposal.

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Section V: Termination of Agreement

The City of North Chicago reserves the right to terminate the agreement at any time as a result of poor vendor performance. Cancellation will not release the vendor from legal remedies available to the City. If the contract is an extended term agreement, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty days (60) prior to its effective date.

Section VI: Submittal Procedures

Voluntary Proposed Site Walk-Through

A proposer may attend a voluntary site walk-through as requested. To schedule a site walk-through, please contact Hombre Darby homdar@northchicago.org or by phone at 847.596.8641.

Questions and Clarifications

All questions regarding this proposal should be directed electronically in writing to Gregory Jackson, Chief of Staff, at grejac@northchicago.org. Questions will be accepted until 12:00 PM CST on June 24, 2024. All questions and responses will be compiled and submitted to all known and registered potential respondents electronically in one general response memorandum by June 25, 2024.

RFP Submittals

Proposals must be received by e-mail no later than 12:00 PM CST, Monday, June 27, 2024. Proposals submitted after the deadline will not be accepted.

Section VI: Anticipated Project Timeline*

RFP Released	June 20, 2024
Due date for RFP Questions	June 24, 2024
Responses Provided to RFP Questions	June 25, 2024
RFP Due Date	July 27, 2024
Selection of Firm	July 1, 2024

* All deadlines are in Central Daylight Time

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CONTRACT

THIS AGREEMENT made this _____ (Date), by and between the City of North Chicago, County of Lake, State of Illinois, hereinafter called the "City" _____ Contractor), of _____ (address) hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

The Contractor will furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and **Community Days Fireworks Display Services**, in accordance with the conditions and prices stated in the Proposal, Notice to Contractors, Instructions to Bidders, Plans and Specifications, and Schedule of Unit Prices all of which are made a part hereof and herein called "Contract Documents."

All terms, conditions, representations, specifications, promises, and undertakings contained in the Bidders Proposal, the Instructions to Bidders, Specifications for the City of North Chicago **Community Days Fireworks Display Services** and Supplemental Special Provisions of this contract, form part and partial this contract as if they were fully set forth herein.

The owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.

This agreement is binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement as of the day and year first above written.

Attest: City of North Chicago:

By _____
Signature
Lori Collins, City Clerk

By _____
Signature
Leon Rockingham, Jr., Mayor

Attest: (Contractor)

Signature

Printed Name

Title

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