

Bid # 2019-06

Request for Proposals  
Town of Colchester  
Carnival and Midway Games, Sept. 21, 2019

BID # 2019-06

Bids shall be addressed to 1st Selectman, Art Shilosky, 127 Norwich Avenue, Suite 201, Colchester, Connecticut. 06415 on or before **2:00 P.M. Tuesday, April 30, 2019.**

Bids shall be submitted in a sealed envelope clearly marked, "2019-06 Carnival and Midway Games" Bid opening shall take place at the Colchester Town Hall, Office of the 1<sup>st</sup> Selectman, 127 Norwich Avenue, Suite 201, Colchester, CT. 06415 at **2:00 P.M. Tuesday, April 30, 2019.**

Any questions concerning this bid may be answered by contacting Tiffany Quinn, Recreation Director, at (860) 537-7297.

**No right shall accrue to any person submitting a bid until such bids have been accepted and contract awarded in writing by the duly authorized representative of the Colchester Board of Selectman. The Colchester Board of Selectman reserves the right to reject any and all bids and to accept the lowest responsible bidder, and to waive any informalities, omissions, excess verbiage, or technical defects in the Bidding, if, in the opinion of the Board of Selectman, it would be in their best interest to do so.**

**RFP #2019-06**  
**BID FORM**

BIDDERS: COMPLETE ALL INFORMATION REQUESTED BELOW. BIDDER MUST SIGN BID FORM.

COMPANY NAME & ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ - \_\_\_\_\_

FAX #: \_\_\_\_\_ - \_\_\_\_\_

EMAIL: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_  
(Name & Title)

**INSTRUCTIONS:** *The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the school and Specifications contained herein affecting the cost of the work, hereby proposes to furnish the Town of Colchester / Colchester Public Schools with all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, permits, fees and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications, for the sums as indicated below.*

**BASE BID**

<u>Item #</u>	<u>Description</u>	<u>Price for Item</u>
1	Carnival and Midway Games	_____

Total of estimate Amount Written in words:

\_\_\_\_\_

2 Description of all proposed rides, game and activities: (attach additional pages if needed)

\_\_\_\_\_

_____	_____
Bidders Name (print)	Authorized Signature

Bidders Address: \_\_\_\_\_

_____	_____
Bidders Phone	Bidders FAX

## **General Specifications**

All bids must be submitted on the enclosed "Bid Form" *No Exceptions*. Bidder shall provide information regarding the bidder's qualifications, company history, etc. on separate sheets.

Scope: This contract shall be defined as, but not limited to:

- a. The general scope of the project is as follows: The annual community event is the largest event of the year. Other activities may include vendors, food trucks and fireworks. The bidder is solely responsible for the carnival, equipment and staff.
- b. Shall consist of furnishing all materials, equipment, labor, supervision, tools, supplies, and all other expenses in order to conduct the carnival and/or midway games.
- c. Bidders are to comply with all applicable laws and regulations in regard to carnival activities, i.e. OSHA standards, inspections, wages and labor etc. and will be solely responsible for any violations.
- d. All work activities performed in association with this request must be performed and completed for the Town in accordance with current Federal, State and Local regulations. All services performed shall also conform to the latest OSHA standards and/or regulations. A list of employees working the event may be requested by the Town and employees may be subject to a background check prior to the start of the event at the expense of the bidder.
- e. All Bidders, by signing the Bid Schedule, attests that they, and the employees assigned to perform the work as stipulated, hold a current license to perform the work as described (if applicable).

### Specific Scope of Work:

Provide carnival and midway games consisting of the following:

- 1) Provide activities, games, carnival rides for age's toddler through adult.
- 2) Responsible for set up, operation and removal of all rides, games and activities.
- 3) Provide qualified, trained staff to operate all rides, games, equipment and activities.

### Use of Premises

The Contractor shall undertake, at his/her own expense:

1. To take every precaution against injuries to persons or damage to property. There will be children and staff present during the hours of operation. The bidder shall be aware at all safety considerations that should be taken. Particular care shall be taken by the bidder and all those in his/her employ that all tools, equipment and rides are not left unsupervised.
2. To clean and maintain all equipment, rides, games, to ensure they are all in good and safe working condition.

Basis of Award: This contract will be awarded to the *lowest responsible qualified bidder* meeting specifications or providing a proposal that at the sole discretion of the Town, meets the needs and performance criteria of the Town.

Bid Award: Once the Lowest Responsible Qualified Bidder has been identified and award of the bid is authorized, the Purchasing Agent shall prepare or cause to be prepared: 1) a purchase order to confirm the bid award or 2) when required a contract. The Purchasing Agent will bring the recommendation forward to the Board of Selectman for approval as required by the Town Charter, State Statutes, and the Town of Colchester Purchasing policy.

**Insurance Requirements:** The vendor shall maintain for the life of the Contract the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts, and listing the Town of Colchester as additional insured, must be submitted at the time of award.

- A. Commercial General Liability: Limits of Liability:-Each Occurrence - \$1,000,000  
General Aggregate - 2,000,000

**Include coverage for:**

- |                                  |                             |
|----------------------------------|-----------------------------|
| 1. Products/Completed Operations | 2. Contractual Insurance.   |
| 3. Broad Form Property Damage    | 4. Independent Contractors. |
| 5. Personal Injury               | 6. Premises-Operations.     |

- B. Auto Liability - Combined Single Limit \$1,000,000

- C. Owners Contractors Protective Liability (OCP) in the name of The Town of Colchester:  
Each Occurrence - \$1,000,000  
General Aggregate - \$1,000,000

- E. Worker's Compensation - Statutory

- F. The Town of Colchester shall be listed as additional insured on Commercial General Liability policies.

- G. The contract of insurance shall provide for notice to the Town of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

The contractor shall defend, save harmless and indemnify the Town of Colchester, its officers, agents, employees, and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the Request for Proposals or Contract Agreements. In addition, the contractor agrees to indemnify and hold harmless the Town of Colchester and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the contractor's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Town, or any of their respective members, officers, employees, sub-committees of the Town or agents in any suit or claim arising from the contractor's performance or lack of performance of the Contract or arising from the enforcement of this provision.

**Damages:** Successful bidder shall be held responsible for any damages to existing structures, systems, fields, parks or equipment caused by bidder due to negligence. Any subsequent repair shall be done at no additional cost to the Town.

**Invoicing:** Bidder shall prepare invoicing for payment for completed work that has been inspected and accepted by the First Selectman or his designee, either at the completion of all work that has been completed, inspected and approved as above.

**References:** Bidder must supply three (3) references where similar work was performed within the last 2 years.

## SAMPLE CONTRACT

THIS AGREEMENT made this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2019, by and between \_\_\_\_\_ herein after called the "Contractor", and the Town of Colchester.

WITNESSETH, that the Contractor and the Town of Colchester for the bid sum of XXXXX XXXXXXXX dollars (\$ XXXXXXXX) and considerations stated herein mutually agree to provide for services as described in RFP 2019-06 Request for Proposals Carnival and Midway Games and submitted response by the contractor.

Article 1.      Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and service, including utility and transportation service, and perform and complete in an efficient and workmanlike manner all work required for the Professional services in strict accordance with the Contract Documents, including all Addenda, thereto, all as prepared by the Town of Colchester. It is recognized that the general and specific scope of the project is outlined within the Proposal documents.

Article 2.      The Contract Price. The Town of Colchester will pay the Contractor for the performance of the Contract in current funds for the total quantities of work performed at the unit prices or lump sum prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in the section.

Article 3.      Contract Documents: The executed contract documents shall consist of the following:

- |                           |                                   |
|---------------------------|-----------------------------------|
| a. This Agreement         | g. Supplemental Conditions        |
| b. Addenda                | h. Special Provisions             |
| c. Invitations for Bids   | i. Technical Specifications       |
| d. Instruction to Bidders | k. Notice of Award                |
| e. Signed Copy of Bid     | j. Proposal Submitted by XXXXXXXX |
| f. General Conditions     |                                   |

THIS AGREEMENT, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if thereto attached or herein repeated, form the Contract between the parties thereto. In the event that any provision in any component part of this Contract conflicts with any other component part, the provision of the component part first enumerated in this Article 3, shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) original copies on the day and year first above written.

TOWN OF COLCHESTER:

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

CONTRACTOR:

Attest \_\_\_\_\_ By: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

Certification of Corporate Contractor

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate  
Seal

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Corporation)