TOWN OF GRANBY
REQUEST FOR PROPOSALS #CD20-01
FOR
AMUSEMENT RIDES

PART I - ADVERTISEMENT

Sealed bids for Amusement Rides which will be located at Dufresne Park, Kendall St., Granby, Massachusetts 01033 will be received in Office of the Board of Selectmen, Senior Center, 10-B West State Street, Granby, MA 01033 until Thursday, February 17, 2022 at 1:00 P.M. at which time they will be opened and publicly read by the Chief Procurement Officer.

If, at the time of the scheduled bid opening, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 1:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

Any questions pertaining to the bid requirements or documents should be directed to Crystal Dufresne, Chair of Granby Charter Days Committee at 413-519-9861 or: GranbyCharterDays@granby-ma.gov.

Proposals should be placed in a sealed envelope marked Amusement Rides BID #CD20-01 in the lower left-hand corner and sent to the Board of Selectmen, Senior Center, 10-B West State Street Granby, MA 01033. The date and time each bid is received shall be marked on the envelope of the bid; if requested, a receipt indicating this date and time will be given to any bidder delivering a bid in person.

The Town of Granby reserves the right to cancel this RFP, or reject in whole or in part any and all bids, if the Town determines that cancellation or rejection serves the best interests of the Town.

The Bid Form, a Certification of Tax Compliance/Non-Collusion, executed by an authorized agent of the bidder, must accompany all bids. Any bid that does not include these documents, fully completed, will automatically be deemed non-responsive and will not be considered. Additional material may be included with the bid.
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I. GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS

Sealed bids must be received and registered by the Town Administrator, Christopher Martin, Town Hall, Granby, MA 01033 by 1:00 p.m. February 17, 2022, at which time and place the sealed bids shall be publicly opened and read aloud.

No bids will be accepted after the time and date noted. The Town Hall is open for receiving bids Monday through Thursday from 9:00 a.m. to 3:00 p.m. and Friday 9:00 a.m. to 12:00 p.m.

If, at the time of the scheduled bid opening, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 1:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

Sealed bids shall be addressed to the Granby Charter Day Committee and must be submitted on the Bid Form, a copy of which is attached, in a sealed envelope marked Amusement Rides BID #CD20-01 with the applicant’s name and address. Applicants must also execute, as required by law, and include in the sealed submission the Certificate of Non-Collusion and the Certificate of Tax Compliance, copies of which are attached. Bidders should provide one (1) signed original bid and one (1) copy.

In accordance with M.G.L. Chapter 149, Section 44B (2) a 5% bid deposit shall accompany the bid proposal.

Bids must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner, and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and corporate seal affixed.

Questions, Addendum, Or Proposal Modification

Questions concerning this request must be submitted in writing to Crystal Dufresne, the Chair of Granby Charter Days Committee at 413-519-9861 or: GranbyCharterDays@granby-ma.gov. All inquiries received 5 or more days prior to the opening will be considered. Questions may be delivered, mailed or faxed. Written responses will be mailed or faxed to all bidders on record as having received the RFP.

If any changes are made to the RFP, an addendum will be issued. Addendums will be mailed or faxed to all applicants on record as having received the RFP.

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All bids submitted in response to this RFP shall remain firm for (30) thirty days following the bid opening. The contract will be awarded within (30) thirty days after the bid opening.

A bidder may correct, modify, or withdraw a bid by written notice received by the Town Administrator prior to the time of opening. Proposal modifications must be submitted in a sealed envelope clearly labeled “Modification No. ___”. Each modification must be numbered in sequence, and must reference the RFP.

After the opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the Town of Granby or fair competition. Minor informalities may be waived or the applicant may be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

The Town of Granby reserves the right to cancel this RFP, or reject in whole or in part any and all bids, if the Town determines that cancellation or rejection serves the best interests of the Town.

PROJECT PROPOSAL EXPECTATIONS

The Town of Granby, Massachusetts shall award the contract to the proposal that best accommodates the various project requirements. Town of Granby, Massachusetts reserves the right to award any contract on the proposal deadline stated within the “Scheduled Timeline” or prior to the receipt of all proposals and refuse any proposal or contract without obligation to either Town of Granby, Massachusetts or to any Bidder offering or submitting a proposal.

PROPOSAL SUBMISSION FORMAT

The following is a list of information that the Bidder should include in their proposal submission:

Summary of Bidder Background

- Bidder’s Name(s)
- Bidder’s Address
- Bidder’s Contact Information (and preferred method of communication)
- Legal Form of Bidder (e.g. sole proprietor, partnership, corporation)
- Date Bidder’s Company formed
- Description of Bidder’s company in terms of size, range, and types of services offered.
- Bidder’s principal officers (e.g. Owner, President, Chairman)
• Bidder’s Federal Employee Identification Number (FEIN)
• Evidence of legal authority to conduct business in Massachusetts (e.g. Business License Number)
• Evidence of established track record for providing services and/or deliverables that are subject of this proposal.
• Organization chart showing key personnel that would provide services to Town of Granby, Massachusetts.

Financial Information
• State whether the Bidder or its parent company (if any) has ever filed for bankruptcy or any form of Reorganization under the Bankruptcy Code.
• State whether the Bidder or its parent company (if any) has ever received any sanctions or is currently under investigation by any regulatory or governmental body.

Proposed Outcome
• Summary of timeline and work to be completed.

Equipment or Service
• List any and all equipment or services required for this proposed project and the number of each.
• List any or all equipment or services required of a subcontractor, along with a brief explanation.
• List any accommodation, services, or space required from Town of Granby, Massachusetts along with a brief explanation.

Licensing and Bonding
• Provide details of licenses and bonds (if any) for any proposed services that the bidder/contractor may plan on providing for this project.

Insurance
• Insurance Company name with proof of Insurance Coverage.
• Details of any liability or other insurance provided regarding the staff or project.

II. SCOPE OF SERVICES
Granby Charter Days Committee requests a three-year proposal from all qualified, licensed amusement companies to provide and operate rides which meet
requirements listed below in this detailed specification. The Contractor shall deliver, install, operate, and remove the rides in locations specified by the Granby Charter Days Committee.

The Project Scope and Specification is a **minimum of 18 rides**. The following rides, or equivalent equipment, are desired by the committee to satisfy all ages and requests from the community.

- Dalmatian Bounce – required
- Hot Shot
- Mini Turtle
- Bungee
- Carousel – required
- Earthquake
- Lucky Lizzy
- Orient Express
- Spinning Coaster
- Super Slide – required
- Wizards Wand
- Castle of Evil
- Cliff Hanger
- Ferris Wheel – required
- Pharaoh’s Fury
- Scooter (bumper cars) – required
- Swinger – required
- Zero Gravity
- Zipper – required
- Expo Wheel

**SCHEDULED TIMELINE**
The following timeline has been established to ensure that our project objective is achieved.

- **Rides to begin setting up:** Monday, June 6, 2022
- **Granby Charter Days begins:** Friday, June 10, 2022
- **Granby Charter Days ends:** Sunday, June 12, 2022
- **All rides must be off property:** Tuesday, June 14, 2022

*Due to town business that needs to be conducted on Dufresne Park property, rides that are not removed from property, the company is subject to a fine of $500 per item/equipment plus towing, paid to Town of Granby*

All work performed is subject to the current prevailing wage rates. Schedule of rates is attached.
All required permits are the responsibility of the successful bidder.

III. QUALITY REQUIREMENTS

A. Bidders must provide all of the services described in Section II: Scope of Services.
B. Bidders must comply with all Bid Submission Requirements listed in Section I.

IV. CRITERIA

Only those proposals received by the stated deadline will be considered. All proposals, submitted by the deadline, will be reviewed and evaluated based upon information provided in the submitted proposal. In addition, consideration will be given to cost and performance projections. Furthermore, the following criteria will be given considerable weight in the proposal selection process:

- Proposals received by the stipulated deadline must be in the correct format.
- Bidder’s alleged performance effectiveness of their proposal’s solution regarding the Project Objective of Granby Charter Days Committee.
- Bidder’s performance history and alleged ability to timely deliver proposed services.
- Bidder’s ability to provide and deliver qualified personnel having the knowledge and skills required to effectively and efficiently execute proposed services.
- Overall cost effectiveness of the proposal.

The Town of Granby, Massachusetts and Granby Charter Days Committee shall reserve the right to cancel, suspend, and/or discontinue any proposal at any time they deem necessary or see fit without obligation or notice to the proposing bidder/contractor.

V. REFERENCES

Bidders must submit a complete list of all jobs performed in the past two (2) years that are similar in size and scope.

All references must be submitted on the Reference Form attached.

Poor references may be a basis for a determination that the bidder is not a responsible bidder.

VI. RULE FOR AWARD
The contract awarded under this RFP will be a single contract award. One contract will be awarded to the responsive and responsible bidder offering the lowest total price.

VII. ADDITIONAL CONTRACT TERMS AND CONDITIONS

General

All employees of the bidder assigned to this contract must wear a company issued picture ID at all times.

Indemnification Of Owner

With respect to professional services rendered by company, to the fullest extent permitted by law, company shall defend, indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney’s fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of or the breach of this Contract by the Company, a person employed by the Company, or any of its sub-consultants.

With respect to non-professional services rendered by the Company, to the fullest extent permitted by law, the Company shall defend, indemnify and hold harmless the Owner, and their officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney’s fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and caused by an act or omission of the Company, a person employed by the Company, or any of its sub-consultants.

Insurance

The Company shall obtain and maintain at its sole expense all insurance required by law and as may be required by the Owner under the terms of this Contract. The insurance required hereunder shall be provided at the sole expense of the Company or its sub-consultant, as the case may be, and shall be in full force and effect for the full term of this Contract between the Owner and the Company or for such longer period as otherwise required under this Contract.

All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial
strength rating of “A” or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner.

The Company, and any of its sub-consultants, shall submit to the Owner original certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Company shall submit updated certificates to the Owner prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage. Failure by the Company to obtain and maintain the insurance required by this Section, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Company under this Contract.

Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

The Company shall require by contractual obligation, and shall ensure by the exercise of due diligence, that any sub-consultant hired in connection with the services to be provided under this Contract shall obtain and maintain all insurance required by law and as may be required by the Owner under the terms of this Contract.

The Company or its sub-consultant, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required by this Contract. The Owner shall not be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

The Company shall purchase and maintain at its own expense during the life of this Contract, or such other time period as provided herein, the following types and amounts of insurance, at a minimum:

1. Workers’ Compensation Insurance in accordance with General Laws Chapter 152. The policy shall be endorsed to waive the insurer’s rights of subrogation against the Owner.

2. Commercial General Liability Insurance (including Premises/Operations; Products/ Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury) with a minimum limit of $500,000 per occurrence, $1,000,000 aggregate. The Company shall maintain such insurance in full force and effect for a minimum period of
one year after final payment and shall continue to provide evidence of such coverage to the Owner. The Owner shall be added as an additional insured on this policy. The policy shall be endorsed to waive the insurer’s rights of subrogation against the Owner.

3. Comprehensive Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than:
   a. $500,000 Each Person for Bodily Injury;
   b. $500,000 Each Accident for Bodily Injury; and
   c. $500,000 Each Accident for Property Damage.
BID FORM

Bid price for amusement rides:

Year 1: $______________.
Year 2: $______________.
Year 3: $______________.

The undersigned hereby certifies under penalties of perjury that:

1. This bid is made in accordance with all terms, conditions, and specifications contained in Parts I-VI, inclusive, of Town of Granby Bid #CD20-01 and will remain in effect for thirty (30) days, Saturdays, Sundays, and legal holidays excluded, after the date of the opening of the bids.

2. The bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

3. The said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section 29F of Chapter 29 or any other applicable debarment provisions of any Chapter of the General Laws or any rule or regulations promulgated there under.

In accordance with a request made under the authority of MGL Ch. 62C, § 49A, the undersigned, to the best of its knowledge and belief, has filed all State Tax Returns and paid all State Taxes required under law.

___________________________________
Signature

___________________________________
Name

___________________________________
Date

___________________________________
Title

___________________________________
Company

Taxpayer Identification Number
REFERENCE FORM

Bidder: ________________________________

RFP Title: ______________________________

Bidder must provide references for:
Bidders must submit a complete list of all jobs performed in the past two (2) years that are similar in size and scope.

- Reference: ________________________________  
  Address: ________________________________  
  Contact: ________________________________  
  Phone: ________________________________  
  Fax: ________________________________

  Description and date(s) of services provided:
  __________________________________________
  __________________________________________
  __________________________________________

- Reference: ________________________________  
  Address: ________________________________  
  Contact: ________________________________  
  Phone: ________________________________  
  Fax: ________________________________

  Description and date(s) of services provided:
  __________________________________________
  __________________________________________
  __________________________________________

- Reference: ________________________________  
  Address: ________________________________  
  Contact: ________________________________  
  Phone: ________________________________  
  Fax: ________________________________

  Description and date(s) of services provided:
  __________________________________________
  __________________________________________
  __________________________________________
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

_________________________________________
(Signature of person signing bid or proposal)

_________________________________________
(Name of Business)

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b), I _____________________________, authorized signatory for _____________________________, do hereby certify, under pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors and withholding and remitting child support.

BY: ________________________________________
(Signature of Authorized Representative)
CERTIFICATE OF VOTE  
(Corporations only)

At a duly authorized meeting of the Board of Directors of the

____________________________________
(Name of Corporation)

held on _____________________ it was voted that

____________________________________________
(Date)                                              (Name and Office)

of this company, be and hereby is authorized to execute contracts and bonds in the name
and on behalf of said company, and affix its corporate seal thereto; and such execution of
any contract or obligation in this company’s name on its behalf by such officer under seal
of the company shall be valid and binding upon this company.

I hereby certify that I am the clerk of the above named corporation and that

_________________________
(Name)

is the duly elected officer as above of said company, and that the above vote has not been
amended or rescinded and remains in full force as of the date of this contract or proposal.

_________________________  ____________________
(Date)                                              (Clerk Signature)

Apply Corporate Seal: