

# Village of Sleepy Hollow Request For Proposal

The Village of Sleepy Hollow, New York hereby requests proposals for a **Halloween Haunted Hayride Event** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received by the Village Clerk at Sleepy Hollow Village Hall, 28 Beekman Avenue , Sleepy Hollow, New York 10591 until **2:00 PM** , prevailing local time, on **August 30, 2013** .

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Village Clerk before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

## **2013 Sleepy Hollow Haunted Hayride Proposal**

If mailed, the envelope must be addressed to:

Paula A. McCarthy, Village Clerk  
Village of Sleepy Hollow  
28 Beekman Avenue  
Sleepy Hollow, NY 10591

Additional copies of this Request for Proposal are available at the Village Clerk's office, 28 Beekman Avenue, Sleepy Hollow, New York 10591 or on-line at [www.sleepyhollowny.gov](http://www.sleepyhollowny.gov)

Proposals, once submitted, may not be withdrawn for a period of sixty (60) days.

**The Proposer must submit one (1) master and seven (5) duplicates of their proposal for evaluation purposes.**

The Village of Sleepy Hollow reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined to be in its best interest of the Village.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Village of Sleepy Hollow shall determine whether any exception is minor.

Please do not contact any Village staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP. Attempt to do so may result in disqualification of the firm's submittal for consideration.

### **Laws and Regulations**

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

### **Equal Employment Opportunity**

The Village of Sleepy Hollow encourages the participation of minority- and women-owned businesses. The Entity agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies & practices.

### **SELECTION CRITERIA:**

1. Specialized experience and technical competence of the staffing of the event.
2. Capacity of the staffing to perform the work, including any specialized services, within the time limitations.
3. Character, integrity, reputation, judgment, experience and efficiency of the staffing of the event.
4. Experience of the vendor to provide a quality event for the targeted audience of 7+ age and their adult family members.
5. Past record and performance on contracts with the Village of Sleepy Hollow or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling.
6. Familiarity with the details of the project.
7. Degree of local employment to be provided by the person or firm.
8. 5 Years experience in the Halloween entertainment business.

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of Village officials, government employees and a Halloween sub-committee will evaluate the proposals.

### **Questions shall be addressed to:**

Anthony Giaccio, Village Administrator  
Village of Sleepy Hollow  
agiaccio@sleepyhollowny.org



## **RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION**

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### **A. 1.0 DEFINITIONS.**

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Village of Sleepy Hollow and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

### **2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION**

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

### **3.0 FINANCIAL RESPONSIBILITY**

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

### **4.0 INSURANCE REQUIREMENTS**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

#### **4.1 Required Insurance Coverage**

CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to OWNER in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General

Liability Policy and Commercial Automobile Liability Policy.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

- 4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE

- 4.3. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

- 4.4. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

- 4.5. Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that OWNER may review, audit and inspect any and all of CONTRACTOR'S records and operations to insure compliance with these Insurance Requirements.

## **GENERAL PROVISIONS**

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions. The Respondent also agrees to notify the Village of Sleepy Hollow in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the Village of Sleepy Hollow harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: The Village of Sleepy Hollow reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. The Village of Sleepy Hollow may consider any alternative proposal that meets its basic needs.
5. Liability: The Village of Sleepy Hollow is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by the Village of Sleepy Hollow prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: The Village of Sleepy Hollow reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist the Village of Sleepy Hollow in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
9. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the Village of Sleepy Hollow of such error in writing and request modification or clarification of the document if allowable by the the Village of Sleepy Hollow.
10. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
11. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the Village of Sleepy Hollow, the Village of Sleepy Hollow may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the Village of Sleepy Hollow, and the Village of Sleepy Hollow may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

- (1) The Village of Sleepy Hollow may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, The Village of Sleepy Hollow shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. The Village of Sleepy Hollow may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Failure to diligently advance the work under a contract for construction services;
  - (d) The filing of a bankruptcy petition by or against the contractor; or
  - (e) Actions that endanger the health, safety or welfare of the Village of Sleepy Hollow or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the Village of Sleepy Hollow may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the Village of Sleepy Hollow provided these goods or services were provided in a manner acceptable to the Village of Sleepy Hollow. Payment for those goods and services shall not be unreasonably withheld.

12. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of the Village of Sleepy Hollow. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Village of Sleepy Hollow shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Village of Sleepy Hollow.
13. **No Waiver:** No failure or delay by the Village of Sleepy Hollow in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by the Village of Sleepy Hollow in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of the Village of Sleepy Hollow hereunder or shall operate as a waiver thereof.
14. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the

Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

15. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of the Village of Sleepy Hollow for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
16. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

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Signature

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Date

## **VILLAGE OF SLEEPY HOLLOW HALLOWEEN HAUNTED HAYRIDE**

**PURPOSE:** The Village of Sleepy Hollow is accepting submissions of qualified vendors desiring to provide the management and services for a family friendly outdoor haunted hayride event.

**THE PROJECT:** This is a Halloween production using hayrides traveling on a wooded trail that consists of "Haunted House" type attractions. Hayrides, ticket sales and promotion are provided by the Village. The focus of this event is for entertainment purposes. The production has been a quality program provided by the Village for the last two decades with a sense of good taste and no negative themes. This is a family oriented event and should appeal to a demographic of age 7+ and adult family members. The production is designed to SCARE people and scare ONLY. The project/production will be located at Douglass Park and will occur on Friday, October 26, 2013 and Saturday, October 27, 2013 from 7:00pm – Midnight. (Raindate Sunday, Oct. 28)

**MANAGEMENT PLAN:** The set up, tear down staffing and management of the event will be the sole responsibility of the vendor, subject to prior written approval of the Village of Sleepy Hollow

### **VENDOR REQUIREMENTS:**

A detailed Event Plan Proposal addressing all items below should be submitted to the Halloween Sub-Committee no later than bid closing date.

- Vendor will provide a lump sum costs for two production nights and one raindate.
- Design and operate a minimum of twelve (12) scare venues of which the vendor may use a combination of animatronics, actors, lighting, sound, props and special effects and submit the venue plan to Parks Department for review. Provide all make-up, costumes and masks.
- The vendor constructs and decorates all scare venues using their labor and materials.
- All maintenance and construction must be preapproved and inspected by Parks Department prior to event opening.
- Staff all sites to include: event manager, section leaders, actors, security and clean up.
- All electrical panel boxes are to remain locked at all times. Submit any requests for modifications to electrical service for prior approval to the Parks Department. No modifications to electrical service can be made without approval.
- Vendor must follow the Village's severe weather policy; determine when event is to be cancelled due to weather and must notify Parks Department of all cancellations.

- Include description of all prior productions of like events experience.
- Submit resumes of key personnel who will be involved with production.
- Submit a minimum of three (3) references from previous productions or business relationships and phone numbers.
- Vendor agrees to reimburse the Village of Sleepy Hollow for any damages to the park and/or its structures that the vendor may cause.
- A copy of a one-million dollar liability insurance policy naming LFUCG and the Parks and Recreation Department as an additional insured is to be submitted prior to opening night of the event.
- Site must be returned to original condition by November 15, 2013.

**THE FOLLOWING WILL BE PROVIDED BY THE VILLAGE OF SLEEPY HOLLOW:**

- The Village will be responsible for all ticket sales and admission proceeds.
- The Village will provide the Hayrides, which will pass approximately every 3 - 5 minutes.
- The Village is responsible for the clearing and mulching of trail.
- Parking area
- Building to serve as headquarters and storage (exact dates available to be determined, but approximately mid-September through the first week of November). The building cannot be used for sleeping.
- Two (2) sets of keys to building (these are to be returned to the Parks Department upon completion of production).
- Additional trash barrels.
- Two staff members to serve as liaison between vendor and the Parks Department.
- Review of construction, production planning and implementation to insure safety and quality and timely response to all requests (within 2 weeks).
- Electrical support and outlets:

**CONTRACT PERIOD:** The Village of Sleepy Hollow intends to award a contract for a period of one (1) year, and may be reviewed for three additional one year periods.

**Questions shall be addressed to:**

Anthony Giaccio, Village Administrator  
 Village of Sleepy Hollow  
 agiaccio@sleepyhollowny.org

**DEADLINE FOR SUBMISSION OF QUALIFICATIONS AND PROPOSALS:**

The Village of Sleepy Hollow will accept submission of qualifications until 2:00pm eastern standard time on August 30, 2013. Included in that submission should be vendor's request of what you will be asking the Parks Department above what has been named above. This is to ensure that the event is a success. After a thorough review of all submissions, it is the Village of Sleepy Hollow's intent to enter into an agreement. All requests for additional information, submission of qualifications and proposals must be addressed to:

Paula A. McCarthy, Village Clerk  
Village of Sleepy Hollow  
28 Beekman Avenue  
Sleepy Hollow, NY 10591  
914-366-5106