

PUBLIC NOTICE
REQUEST FOR PROPOSAL # 1160-REBID

The City of Springfield will be accepting sealed proposals for the following:

Carnival rides and games during Springfield's Freedom Fest

Information may be obtained at www.springfieldtn.gov. Any inquiries should be directed to Terry Martin, Springfield Parks and Recreation Director at terry.martin@springfieldtn.gov. Proposals must be received in the office of the City Recorder, 405 North Main Street, Springfield, TN 37172, by 4:30 pm local time on Monday, April 12, 2021.

The City reserves the right to reject any or all Proposals, to waive any informality or irregularity in any Proposal received, and to be the sole judge of the merits of the respective Proposal received.

Lisa H. Crockett
City Recorder



REQUEST FOR PROPOSAL CARNIVAL RIDES

I. SUBMISSION INFORMATION

The City of Springfield, TN is requesting proposals from experienced and qualified carnival operators to provide and operate free carnival rides and associated games during Springfield's Freedom Fest (Sunday, July 4, 2021, from 3:00 p.m. – 9:30 p.m.) in accordance with the specifications contained herein. The City has established special and specific qualifications for the proposals to assure the quality of the provided service. This quality assurance is to protect public health, safety, and welfare. The Contractor shall possess skill and experience to perform quality work as solely determined by the City, which qualifies it to provide and operate carnival services as detailed and specified.

The City is seeking a carnival in which safety is the top priority, maintenance and upkeep of rides are evident, personnel are clean and well dressed, and the most current popular rides and games are provided.

Three (3) hard copies and one (1) digital copy of the proposal, marked on the outside of the envelope "Carnival Rides RFP" should be delivered to:

City of Springfield
Attn: City Recorder
405 North Main Street
Springfield, TN 37172

The proposals **must be received** (not postmarked) no later than 4:30 p.m. local time on April 12, 2021.

The City of Springfield reserves the right to reject any or all proposals submitted. Any inquiries concerning the proposal should be directed to Terry Martin, Springfield Parks & Recreation Director at terry.martin@springfieldtn.gov.

II. SCOPE OF WORK

The City is seeking a Contractor to provide and operate carnival rides and games during Springfield's Freedom Fest at the Robertson County Fairgrounds in Springfield, Tennessee. The Contractor shall provide rides according to the description and, when applicable, in the quantities specified in this proposal.

Each proposal should include a description of each ride and game that the Contractor proposes to

provide for the event. Services to be performed must be in compliance with all provisions of applicable laws and regulations, including all permits associated with the operations of carnival rides.

III. SCHEDULE

Proposals Due – April 12, 2021

Contract Award – April 16, 2021

Note: This is the City's desired schedule. The City reserves the right to modify the schedule. Notice to proceed will be issued shortly after contract award.

IV. REQUIREMENTS

The Contractor must fulfill the following requirements:

1. Contractor understands that it will not charge for any rides during the event. Contractor may charge a reasonable amount for games. Amount must be approved by the City. Contractor will receive 100% of profit from game sales.
2. Contractor shall provide rides and games with the following specifications:
 - a. A combination of rides to accommodate the event with an expected attendance of 5,000-7,500 people of all ages. Rides must allow for a minimum of fourteen (14) people at a time with a high turnover efficiency. Inflatables are not requested.
 - b. Approximately five (5) skill games shall be provided.
 - c. At least thirty (30) days prior to the start of the event, the Contractor shall present a diagram showing the layout and description of all attractions of any kind. The City will review the list and reserves the right to reject certain rides or games as the City deems appropriate. All rides and games are to be family-friendly.
3. Contractor shall also outline all other equipment which will be proposed and provided under contract, such as electrical generators, light towers, offices, maintenance facilities, ATM etc.
4. It is understood and agreed that the electrical supplied by the Contractor will be sufficient to properly handle all electrical requirements in this area. Electrical cables shall be placed in such a manner as to provide safe passage of the public. Electrical cables shall not cross any public roadways or walkways.
5. Contractor shall not:
 - a. Operate games of chance for monetary gain or any form of gambling.
 - b. Sell beer, wine, alcohol in any form, or energy drinks containing stimulants.
 - c. Offer cash prizes or repurchase prizes awarded in any game.
 - d. Offer as prizes such as live animals (except goldfish), knives, firearms, any items which could be used as a weapon, or any family objectionable material.
6. Contractor shall make safety its number one concern. At all times during the contract period, care shall be used that is reasonable and prudent to ensure safety of all concerned. Contractor shall ensure that his actions cannot be judged negligent in any way.
7. The Contractor shall conform and adhere to any and all laws, ordinances, permits, and licenses that may be required for operation of carnival, games, and concessions. Contractor shall operate all equipment in compliance with all applicable laws of the State of Tennessee and City of Springfield.

8. Rides to be provided shall be clean, well maintained, and painted as required. The City reserves the right to refuse a ride which does not meet these standards.
9. Maintenance procedures for carnival grounds, equipment, and attractions shall be established to include routine inspection by supervising personnel with such frequency to ensure no unsightly conditions (i.e. litter, trash accumulations, marred surfaces of any kind) will exist without correction of the problem within a reasonable period of time. Reasonable time will be defined according to the severity of the condition. Contractor will maintain clean, attractive, bright lit rides. Contractor will provide ride report maintenance records to event director upon request.
10. Contractor will ensure that the use of the assigned area for carnival operations is arranged to protect the public from dangerous conditions, equipment and maintenance operations.
11. Procedures shall be established to ensure reasonable security of all rides, games and equipment when not in use so that no attractive nuisance or negligent condition exists.
12. The Contractor shall schedule three performed mechanical and ride safety inspections (documented in writing, stating what was inspected, when, by whom and the findings) at the commencement of operations, when 40% and 70% of the total anticipated number of hours of operation have elapsed.
13. The City reserves the right to contract an approved independent ride safety and games inspector(s) to conduct inspections both prior to opening and then ongoing throughout the day. Contractor will be required to comply with and conform to request of said inspector(s) and be required to share in equal costs with City for same.
14. All carnival operators and staff shall be clean, provided with a staff shirt, nametag and maintain positive customer interactions. Smoking by carnival staff is not permitted during the event operating hours within the carnival area.
15. Contractor will submit to the City the names, dates of birth, and social security numbers of all its employees employed at the event at least one week prior to the opening of the event and shall keep such list updated throughout the run of the event if new employees are hired.
16. Contractor shall have and enforce a zero-tolerance policy for possession or use or for being under the influence of any drugs or alcohol while on duty and while on the public areas of City property.
17. Contractor can start set-up at 8:00 a.m. on the day prior to the event or be ready for inspection by inspectors designated by the State of Tennessee and/or the City (by noon on July 4, 2021), whichever is earlier. Contractor will not be permitted to open and start any operation until approval is given by the Parks and Recreation Director or his designee.
18. Take down may not begin until after the conclusion of the fireworks display on Sunday evening. All rides and games shall be removed from the premises no later than 8:00 a.m. the Monday following the event, unless approval is given by the Parks & Recreation Director.
19. The Contractor will be open for operation from 3:00 p.m. – 9:30 p.m. on Sunday, July 4, 2021. The opening and closing times may be changed in the interest of public safety and health. Lights shall be provided on the rides during evening hours.
20. The Contractor shall operate and maintain all such rides in such a manner as to avoid the creation of a nuisance, protect the health, safety, and general welfare of its employees, persons in attendance or who use the rides at the event, and those who reside in the area where the event will be held.
21. Contractor will ensure:
 - a. All rides and games are open on time.
 - b. There is zero or minimal down time for any rides or games.

- c. A clean and exceptional appearance of operation.
 - d. The use of professional techniques and appearance in all posting of signage.
 - e. The area around each ride and game in a clean, neat and safe condition as determined by the City.
22. After the event, the Contractor shall clean up all areas used by the Contractor to the satisfaction of the City.
 23. During all carnival operating hours, experienced and adequate personnel must be on duty. The number of employees hired during the event shall be sufficient to ensure that no carnival ride or game is without a minimum of one attendant at all times during scheduled hours of operation.
 24. The daily schedule for operation of all proposed rides and games shall ensure, barring major power outages or acts of nature, that no more than 5% of the total carnival operation has down-time at any given time during the hours the Contractor proposes to be open to the public, except as mutually agreed upon by the City and Contractor.
 25. The City shall at all times have access to all attractions operated under the agreement, and shall have the authority to immediately close any ride or game that the City in its discretion deems objectionable or unsafe.
 26. Contractor must maintain one or more representatives who is authorized to take immediate action upon any request of City management at all times that Contractor is on City property. This person must be identified to the City as the Contractor's authorized representative.
 27. Penalties or liquidated damages of \$1,000.00 based upon failure to provide specified rides which will be assessed at the time of performance failure, and payable no later than a week after the event.
 28. It is agreed and understood by the parties that the physical, on-site presence of the current owner or approved owner representative of Contractor's carnival company is a condition precedent to the performance of the agreement. In the event that Contractor's carnival company should be sold to a third party and/or the current owners, for any reason, should cease to be active in the management and operation of the named carnival company at any time during the lifetime of the agreement, the City at its sole option shall have the right to terminate the agreement by the giving the thirty (30) days written notice to Contractor.
 29. Contractor agrees to provide City evidence of general liability insurance coverage of at least \$1,000,000. Contractor also agrees to name City as additional insured for the event. Evidence of worker's compensation coverage is also required.

V. PROPOSAL FORMAT AND REQUIREMENTS

The proposal shall include the qualifications and components requested below. No contract will be awarded to any Contractor who, as determined by the City, has an unsatisfactory performance record or experience, or who lacks the necessary capital, organization, or equipment to conduct and complete the services in strict accordance with the specifications. Each Contractor must submit as part of its Proposal, a written statement adequately addressing the following points:

1. Introduction

Prepare a brief introduction including a general demonstration of understanding of the scope and complexity of the required work. Include a statement on how the firm will provide services and address the scope of work contained herein. Describe the contractor's ability to provide

timely access and service to the City.

2. Personnel

Identify individuals and list qualifications of key personnel who would be assigned to this project. Detail experience in work related to the proposed assignment. The expertise of each personnel must be clearly presented; it is recommended that resumes be included.

3. Experience

Provide company contact information, how long you have been in business, and what services you provide. Identify and briefly describe related work completed in the last three years. Describe only work related to the proposed effort and include any examples of similar local government projects. Include evidence of satisfactory and timely completion of similar work performed for past projects. Contractors must have at least three (3) consecutive years of experience.

4. Price and Budget

The City desires to pay an all-inclusive fixed fee for these services. Proposal should indicate the amount of this fixed fee and a description of any fees and services deemed to be outside the scope of this contract as well as payment terms. The City's budget for this service is \$10,000-\$15,000.

5. Proposed Rides and Games / Layout

The Contractor must attach in an outline/list form, the rides, games and other equipment that you can currently provide to the City. Include descriptions and/or photographs of all rides and games that will be provided for the first year of the contract. Contractor will also provide a proposed layout of the carnival grounds for the first year of the contract. An event map indicating the area for carnival rides and games has been attached.

6. Current Client Listing

Please include a listing of clients for which Contractor provided carnival services for in the past three years. Provide a minimum of three references with contact names and phone numbers.

7. Appendix

Any supplementary information or material the Contractor wishes to include as well as a completed and signed copy of the Iran Divestment Act attestation attached to this document as 'Appendix A'.

VI. EVALUATION PROCESS

1. Review Process

A panel of reviewers will rate the proposals. The review panel will make a preliminary recommendation and forward it to the City Manager on April 6, 2021. The City Manager will make a recommendation to the Board of Mayor and Aldermen for acceptance at the regularly scheduled meeting on April 20, 2021.

2. Evaluation Criteria

Proposals will be ranked based upon the merits of the written proposal and the qualifications and experience of the Contractor. Each reviewer will award a score based on a 100-point total as follows:

- a. The safety record of the Contractor. (25)
- b. The specialized experience and qualifications of the Contractor. (15)
- c. The Contractor's proposed equipment and layout. (15)
- d. The Contractor's proposed cost of services. (15)
- e. Responsiveness: The City will consider the materials submitted by the Contractor to determine whether the service provider is in compliance with the RFP. (10)
- f. The experience of the Contractor and the key management members who will oversee the operations and conduct programs. (10)
- g. The past record of performance of the Contractor with respect to customer satisfaction. (10)

VII. NOTICE OF AWARD AND APPEAL PROCESS

The City intends to select a single Contractor. The selected Contractor will be identified by the selection committee and a notification letter will be sent to all respondents. Any respondent wishing to appeal the recommendation must do so in writing and within seven (7) business days of the notice being sent.

The City Manager or designee will recommend entering into a contract with the selected Contractor at the April 20, 2021 Board of Mayor and Aldermen meeting.

VIII. GENERAL TERMS & CONDITIONS

The City reserves the right to reject any or all Proposals, to waive any informality or irregularity in any Proposal received, and to be the sole judge of the merits of the respective Proposal received. Final award will be subject to the execution of the contract. The City of Springfield bears no financial responsibility to the Contractor in the event Freedom Fest is cancelled at least seventy-two (72) hours prior to 8:00 a.m. local time the day of the event. The City reserves the right to negotiate a final contract with weather-related plans that is in the best interest of both the City and the Contractor.

Appendix A

IRAN DIVESTMENT ACT NOTICE

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

For these purposes, the State intends to use the attached list of “Entities determined to be non-responsive bidders/offerors pursuant to the New York State Iran Divestment Act of 2012.”

While inclusion on this list would make a person ineligible to contract with the state of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at CPO.Website@tn.gov.

List Date: April 15, 2020

Source: <https://www.ogs.ny.gov/iran-divestment-act-2012>

1. Ak Makina, Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat Iran
7. Bank Sepah
8. Bank Tejarat
9. China Precision Machinery Import- Export Corporation (CPMIEC)
10. ChinaOil (China National United Oil Corporation)
11. China National Offshore Oil Corporation (CNOOC)
12. China National Petroleum Corporation (CNPC)
13. Indian Oil Corporation
14. Kingdream PLC
15. Naftiran Intertrade Co. (NICO)
16. National Iranian Tanker Co. (NITC)
17. Oil and Natural Gas Corporation (ONGC)
18. Oil India, Ltd.
19. Persia International Bank
20. Petroleos de Venezuela (PDVSA Petróleo, SA)
21. PetroChina Co., Ltd.

22. Petronet LNG, Ltd.
23. Sameh Afzar Tajak Co. (SATCO)
24. Shandong FIN CNC Machine Co., Ltd.
25. Sinohydro Co., Ltd.
26. Sinopec Corp. (China Petroleum & Chemical Corporation)
27. SKS Ventures
28. SK Energy Co., Ltd.
29. Som Petrol AS
30. Unipet (China International United Petroleum & Chemicals Co., Ltd.)
31. Zhuhai Zhenrong Co.

“By the submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each of a joint bid each party thereto certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not a person included within the list created pursuant to § 12-12-106.”

Signature: _____

Date: _____

Title: _____