



FY 23-24  
CITY OF HANAHAN  
Request for Quotes

**HANAHAN RECREATION AND PARKS  
CARNIVAL/AMUSEMENT RIDES**

Solicitation #COH – 8212024  
Submissions due by: Friday, September 13, 2024 at 12 p.m.

**CITY OF HANAHAN REQUEST FOR QUOTES**  
**Recreation and Parks Carnival/Amusement Rides**

The City of Hanahan is seeking proposals from qualified vendors for Recreation and Parks Carnival/Amusement Rides

All vendors shall provide necessary state licenses needed to complete services.

All vendors shall provide Three (3) references of equal or larger type of work performed as stated in the scope of services.

This will be a contract for Two (2) calendar years with a One (1) year renewal option.

The City of Hanahan is seeking proposals from qualified interactive attraction vendor to provide carnival/amusement rides, who wish to operate these attractions at our Red, White, and Blue festival held annually on the first Saturday in November (In this case Saturday, November 2, 2024.) for **FY 2024-2025 and 2025-2026 with an option to renew for 2026-2027**. Desired services include providing the City of Hanahan with clean, well-maintained carnival/amusement-style rides operating these rides during the hours of the event.

All bids must be sealed and will be received by the City of Hanahan, **UNTIL 12:00 P.M. – September 13<sup>th</sup>, 2024**. Please display the following on the outside packaging of the proposal, **COH#-8212024 City of Hanahan Carnival/Amusement Ride Rental Equipment**. Any submittal received after the deadline will not be considered.

Submittals are to be mailed or hand-delivered to:

City of Hanahan Recreation & Parks  
1255 Yeamans Hall Rd.  
Hanahan, SC 29410  
Attn. City of Hanahan Carnival Ride Rental Equipment

All questions must be submitted in writing. The deadline for written questions is **September 6<sup>th</sup>, 2024 @ 12:00 p.m. (EST)**. Written questions can be emailed to Danny Stewart at [Dstewart@cityofhanahan.com](mailto:Dstewart@cityofhanahan.com)

City of Hanahan Recreation and Parks  
1255 Yeamans Hall Road  
Hanahan, SC 29410  
(843) 266-0723



## SECTION I

The purpose of this **REQUEST FOR QUOTES** is to seek a qualified Vendor for **HANAHAN RECREATION AND PARKS CARNIVAL/AMUSEMENT RIDES**.

**ADDENDUMS:** All Addendums to and interpretations of this solicitation shall be in writing from the Purchasing Agent with the COH. Any errors or omissions requiring correction shall be brought to the Purchasing Agent's attention immediately. The Purchasing Agent shall not be legally bound by any Addendum or interpretation that is not in writing. Any withdrawal request must be received by the due date and time, as specified in the document. It is the Bidder's sole responsibility to ensure that these documents are received by the Purchasing Agent (or office) any time prior to the advertised deadline. COH assumes no responsibility for any claim that information is not complete or fairly disseminated.

**CERTIFICATE OF INSURANCE:** A copy of your 'Certificate of Insurance' **must** be submitted with your Proposal. For any CONTRACTOR visiting on-site in the COH, providing consulting, evaluation or other services, for the protection of the COH, CONTRACTOR shall maintain throughout the performance of its obligations under this Agreement a policy or policies of **WORKER'S COMPENSATION INSURANCE** with such limits as may be required by law, and a policy or policies of **GENERAL LIABILITY INSURANCE** with limits sufficient to cover any loss or potential loss resulting from this Contract insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of their respective officers, directors, employees or agents and a policy or policies of **AUTOMOBILE LIABILITY INSURANCE** with such limits as may be required by law insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its Contractors or their respective officers, directors, employees or agents while operating their vehicle(s) on the COH property. The bidder shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

**COMPETITION:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested Bidder to notify the Purchasing Agent in writing so as to be received five (5) days prior to opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.

**CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed in writing to the COH Purchasing Office, 1255 Yeamans Hall Road, Hanahan, SC 29410.

**CORRECTION OF ERRORS ON RESPONSE FORM(S):** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal/bid. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal/bid shall be altered or amended after specified time for reviewing.

**DEFAULT:** In case of default by the Contractor, the COH reserves the right to purchase any or all services in default in the **open market**. The defaulting contractor shall not be considered a responsible proposal submitter/bidder until the assessed charge has been satisfied.

- a) **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
- b) **Termination--Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, the COH shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to the COH for damages sustained by virtue of any breach by Contractor.
- c) **Termination--Funding.** Should funding for this contract be discontinued, the COH shall have the right to terminate the contract immediately upon written notice to Contractor.
- d) **Termination--Notice.** the COH may terminate this contract at any time upon written notice to Contractor.
- e) **Warranty and Responsibilities.** Any failure of Contractor to provide goods or services or otherwise perform pursuant to this contract, including, without limitation, interruption or delay, that is due to failure of any services, individually or in combination, to successfully transition and/or to provide correct results as set forth in this document, shall not be ***force majeure***, and shall be a breach of this contract. This applies to any failure of Contractor to perform and/or subcontractors that are due to perform any services, individually or in combination.

**DISPUTES:** The laws of South Carolina shall govern this Agreement.

**EQUAL OPPORTUNITY:** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

**FALSE CLAIMS:** According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

**FIXED PRICING REQUIRED:** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Contractor's price shall be fixed for the duration of this Contract, including option terms, if any. This clause does not prohibit contractor from offering lower pricing after award.

**INDEMNIFICATION:** Any term or condition is void to the extent it requires the City to indemnify anyone.

**MAINTENANCE AND RESTORATION:** It shall be the Contractor's responsibility to keep the site neat and clean for duration of Contract. All waste materials and unnecessary construction equipment shall

be removed from the site. Contractor shall be responsible for repair of damage to public and other private lands resulting from any work performed under the Contract.

**NON-APPROPRIATIONS:** Any contract entered into by COH or its departments, institutions, agencies, political subdivisions or other entities resulting from this bid invitation shall be subject to Cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

**CONTRACT MANAGEMENT:** Contractor shall be responsible for coordinating all work with the COH Purchasing Agent or Authorized Management, including (but not limited to); pay requests, change orders or anticipated delays, progress updates.

**PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT:** The COH requires all contractual activities to be in compliance with local, state, and federal mandates concerning “Protection of Human Health and Environment”. Any contractor doing business with the City will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to “The Hazard Communication Standard” OSHA CFR 1910.1200 (SC article 1,71-1910.1200). By submission of this proposal, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

**PUBLICITY:** Contractor shall not publish any comments or quotes by the COH employees or include the City in either news releases or a published list of customers, **without the prior written approval** of the City Administrator.

**REJECTION/CANCELLATION:** The COH reserves the right to accept or reject any, all or any part of proposals received as a result of this request, or to cancel in part or in its entirety this request if it is in the best interest of the City to do so. The City of Hanahan will be sole judge as to whether offers submitted meet all requirements contained in this solicitation. The COH will not be responsible for any cost incurred in the preparation of proposals. The COH reserves the right to negotiate final price subsequent to the submission of qualified proposals. All statements shall become the property of the COH upon submission by Bidder.

**RESTORATION OF PROPERTIES & EXISTING CONDITIONS:** The Contractor shall be solely responsible for the continuity of service and shall maintain a safe and satisfactory operating condition for the duration of this Contract. It shall be the Contractor’s responsibility to keep the site neat and clean during the duration of the Contract. At no time shall the Contractor allow any piece, part, pile, pool, or other collection of material be left in such allocation that would pose a hazard to persons in the work area.

The contractor shall actively exclude unauthorized persons from the work area. Contractor (and all approved sub-contractors) shall be appropriately licensed for the work proposed. The successful contractor shall also be responsible for obtaining any and all permits required. The contractor shall maintain all necessary insurance for any damages to material or persons, including employees. The Contract will be authorized for payment upon satisfactory inspection by the Contract Manager. Any claims for additional work beyond the given scope will be ineligible for payment unless prior approval is given by the COH.

**RESTRICTIONS APPLICABLE TO BIDDERS:** Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the SC state Ethics Act. (a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.* All communications must be solely with the Procurement Director or designee. This restriction may be lifted by express written permission from the Procurement Director. (b) Unless otherwise approved in writing by the Procurement Director *you agree not to give anything to any Using Governmental Unit.*

**TERMINATION:** Subject to the conditions below, the Contract may be terminated for any reason by the Procurement Office providing a 30-day advance notice in writing is given to the contractor.

***\*For Convenience*** - In the event that this Contract is terminated or canceled upon request and for the convenience of the COH without the required thirty (30) day's advance written notice, then the COH may negotiate reasonable termination costs, if applicable.

***\*For Cause*** - Termination by the COH for cause, default or negligence on the part of the contractor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty- (30) days advance notice requirement is waived and the default clause in this solicitation shall apply.

**NOTE:** A vendor/firm information sheet (w9) must be attached unless on file with The City of Hanahan.

## **SECTION II**

### **SPECIAL TERMS & CONDITIONS**

#### **Contractor Qualifications**

1. All proposals must include key personnel who will be assigned to this Contract.
2. All Bidders shall be bonded, licensed and certified to deliver within the applicable Contract jurisdiction(s).
3. List all pertinent certifications and qualifications that may be related to this Contract.
4. Contract Approach – Description of pertinent aspect of approach to this Contract that may provide positive differentiation from other submitted proposals.
5. Provide references for similar Contracts which are ongoing or have been completed within the last five (5) years.
6. Provide 2 Originals (plus 1 copy) of your submission/offer.
7. Attach cover letter and executed Price Proposal with your bid proposal.

A. **AWARD CRITERIA:** The City intends to select and retain a contractor whose response to this “Request for Proposal” best demonstrates ability to perform and comply with requirements herein. Requirements are not intended to be restrictive but indicate minimum requirements necessary. All work will be performed in accordance with applicable local, state and federal requirements. Unless stated otherwise herein, the basic and governing language of the Contract resulting from this solicitation shall be comprised of the RFQ documents, including any attachments and Addendums, and page 3 signed.

The highest ranked proposals may warrant an oral presentation. The City reserves the right to interview all or any of the responding firms to this RFQ. The City anticipates that it will award contract(s) in a timely manner. All respondents shall be notified in writing of the final selection.

The COH reserves the right to accept or reject any, all or any part of offers received as a result of this request, **to waive any informalities or to cancel in part or in its entirety this request**, if it is in the best interest to do so. The COH will be sole judge as to whether proposals submitted meet all requirements. All proposals shall become the property of the COH. This solicitation does not commit the COH to award a contract, to pay any cost incurred in the preparation of proposals or to procure or contract for goods and services.

**OWNERS RIGHTS:** The COH reserves the right to accept or reject any, all or any part of proposals received as a result of this request, to waive any informalities or to cancel in part or in its entirety this request, if it is in its best interest to do so. The COH will be sole judge as to whether proposals submitted meet all requirements. All proposals submitted shall become the property of the COH. This solicitation does not commit the COH to award a Contract, to pay any cost incurred in the preparation of proposals or to procure or contract for goods or services.

**The COH reserves the right to interview all or any of the responding firms to this RFQ.**

### **SCOPE OF SERVICES:**

Provide equipment, operations, and liability insurance for ride attractions for the City of Hanahan Red, White, and Blue Festival to be held annually on the first Saturday in November at the Hanahan Amphitheater located at 3106 Amphitheater Ave, Hanahan, SC 29410. The Vendor will be responsible for running rides during the festival operational hours which is typically 10am-4pm. Vendor operator will follow all proper procedures in operating the attraction equipment. Looking for no less than 4 pieces of carnival/amusement rides.

A list of expectation of the chosen ride vendor includes but is not limited to the following.

- Vendor must propose to provide 3-4 carnival/amusement park style rides for the duration of the Red, White, and Blue Festival.
- Of the 3-4 carnival/amusement park style rides 2 should be appropriate for ages 8-adult.
- Of the 3-4 carnival/amusement park style rides 1 should be suitable for **all ages**.
- Of the 3-4 carnival/amusement park style rides 1 should be suitable for small children 2-8.

These requirements may overlap; for example, if all rides are suitable for all ages, all requirements will be met.



### **Rides that are preferred:**

- Ferris Wheel (1)
- Tubs of fun or Spinning Tubes or similar (1)
- Intermediate ride or similar (1)
- Climbing Wall/Bungee jumper or similar (1)
- The carnival/amusement rides must be the same rides or general types of rides listed in the Vendor's response to this proposal or chosen by the City during negotiations. The City of Hanahan must approve any substitutions in the event of a chosen ride being out of service for any reason.
- Vendor must place carnival/amusement rides in appropriate spaces that are designated by City staff and will not set up rides any earlier than 48 hours prior to event unless authorized by the City.
- Carnival/amusement rides must be fully operational, including completed inspection by 9:00am on the day of the event. (In this case Saturday, November 2, 2024.)
- All Carnival/amusement rides must be operational during ALL open hours of the event which are from 10:00am to 4:00pm. (May close rides from 11:00am for about an hour for presentations on stage.)
- Carnival/amusement rides must be able to be operational while every seat is occupied and/or are occupied at the maximum capacity.
- Carnival/amusement rides must be clean and in good working order at all times.
- All Carnival/amusement ride employees must report to work on time the morning of the event.
- Each Carnival/amusement ride must be open and have at least one (1) dedicated operator during **ALL** open hours of the event.
- In the event of operators taking breaks or leaving rides for any reason, vendor must supply a substitute operator during this time so that **ALL** rides are open and available for operation during **ALL** hours of the festival.
- Vendor must provide carnival/amusement ride leader, who will be the primary on-site contact person and must be directly involved in all phases of the work.
- Vendor should conduct background checks on all employees to assure that only well qualified people staff the ride operations.
- Vendor must notify the City of Hanahan in advance of any repairs or maintenance work on equipment.
- Vendor must provide proof of a liability insurance in the amount of no less than **\$1 million**.
- Vendor must provide the City of Hanahan with proof of a current Safety Inspection by the South Carolina Department of Labor and Heath. All attractions and rides required to be inspected by the South Carolina Department of Labor must be inspected and approved

prior to operation at the festival. Vendor is responsible for making arrangements for the State Inspection prior to opening, and for paying for any such inspections.

- Vendor is responsible for providing power to rides (i.e., generators).
- Vendor must pay for any damage to City property caused by improper movement or maintenance of carnival/amusement rides (i.e. damage to grass or sprinklers, oil spills, etc.)

### **City Policies**

- Vendor must enforce a proper dress code for attraction and ride employees
- Vendor must enforce the City's no smoking policy, which must be followed by all of Vendor's personnel.
- Vendor must enforce and NO ALCOHOL consumption and NO ILLEGAL DRUG USE policy for all employees while at the facility.
- Vendor must be insured and bonded.

### **Event Space**

The space provided for carnival rides will be a parking lot adjacent to the festival. The parking lot measures: Lot #1- 110 feet X 60 feet

Lot #2- 110 feet X 100 feet