



CITY OF KYLE, TEXAS REQUESTS FOR PROPOSAL (RFP)

OPERATION OF CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS FOR LABOR DAY WEEKEND AND THE PIE IN THE SKY EVENT: RFP-2022-05-PARD

SPECIFICATIONS AND GENERAL PROPOSAL REQUIREMENTS FOR A CARNIVAL, CONCESSIONS, AND AMUSEMENTS AT THE GREGG-CLARKE PARK FOR LABOR DAY WEEKEND, INCLUDING THE PIE IN THE SKY EVENT

NOTICE TO RESPONDERS:

The City of Kyle is accepting proposals for the selection of a company to provide carnival rides, concessions, and amusements during Labor Day weekend, including the Pie In the Sky event located at Gregg-Clarke Park as stated in this RFP and posted on our website: www.cityofkyle.com. The City of Kyle invites qualified companies to submit proposals. The 2022 Pie In the Sky Event will be held on Saturday, September 3, 2022 during the Labor Day weekend. The city is seeking a company with carnival ride and amusement experience as well as experience working with public municipal agencies. Proposals marked **OPERATION OF CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS FOR LABOR DAY WEEKEND AND PIE IN THE SKY EVENT: RFP-2022-05-PARD** are to be submitted to:

Mariana Espinoza
City of Kyle, Director of Parks and Recreation
700 Lehman Rd Kyle, TX 78640
(512) 262-3939

REQUEST FOR PROPOSAL DEADLINE: 5:00 PM, MONDAY, JUNE 27, 2022

All proposals received will be reviewed by City Staff. The staff's recommendation will go to the Kyle City Council for final approval.

Proposals should be clearly marked, "**OPERATION OF CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS FOR LABOR DAY WEEKEND AND PIE IN THE SKY EVENT: RFP-2022-05-PARD**". Any proposal received later than the specified time, whether delivered in person, postal mail or emailed shall be disqualified. The City of Kyle will not be responsible for delivering mail from the post office. The City of Kyle will not be responsible for proposals delivered to any location other than the one specified above. The City of Kyle will not be responsible for emailed proposals that did not get into "in-box". Respondents are encouraged to hand deliver their proposals well ahead of opening time or follow up to confirm their proposals were received before deadline.

The City of Kyle reserves the right to reject any or all proposals submitted. Resolution 795-Adopted March 20, 2012: The City of Kyle City Council hereby gives local preferences if the contractor meets requirements under the Local Government Code Section 271.9051.

The City of Kyle is exempt from taxation under the Sales Tax and Use Tax Laws, and proposals shall not include such taxes.

SCOPES:

1. A site visit is required prior to any company submitting a proposal. The site visit must be accompanied by a City of Kyle representative. Site visits may be scheduled during normal business hours between June 8, 2022, and June 24, 2022. To schedule a visit, please contact City of Kyle Director of Parks and Recreation as listed above.
2. This Request for Proposal is for one (1) year of services beginning with July 5, 2022.
3. The Request for Proposal is to include cost estimates to include, but not limited to an outline with the number and type of carnival rides, amusements, and concessions to be provided throughout the weekend.
4. The ride company shall propose to pay the City of Kyle a set percentage of their entire proceeds over the total and complete duration of the weekend in said Proposal.
5. The ride company must supply carnival tickets at no cost to the City of Kyle.
6. The ride company shall provide carnival rides, concessions, and amusements with their own source of power and electricity.
7. The ride company shall provide a set number of posters at no cost to the City which will be distributed throughout the City of Kyle. The ride company will propose the set number of posters in said Proposal.
8. The ride company shall be responsible for the maintenance and cleanliness of the amusement ride areas and concessions areas at all times.
9. The ride company must provide a written accounting of the daily proceeds earned to the Parks and Recreation Department Director at the conclusion of the weekend.
10. The ride company can begin set-up at the Gregg-Clarke Park no earlier than Tuesday, August 30, 2022. The ride company must have all equipment removed by Tuesday, September 6, 2022.
11. The ride company must have all personnel, rides, and concessions ready to operate on the first day no later than 3:00 p.m. on Friday, September 2, 2022 and shall cease operations promptly at 11:00 p.m. that night. The ride company shall commence personnel, rides and concessions at 12:00 p.m. for the remaining days: Saturday, September 3rd and Sunday, September 4th and cease operations at 11:00 p.m. both nights.
12. It is customary and common for City Departments to request proposals for participation in programs funded or sponsored by the City. Gregg-Clarke Park is fully funded by City tax dollars. Therefore, the agreement to provide these services must be open to all interested in submitting a proposal. By submitting an RFP, the organization agrees to the terms and proposals being submitted.
13. The Kyle Parks and Recreation Department reserves the right to accept or reject any proposal submitted for any and all reasons.
14. The ride company must secure and maintain proper policies of insurance coverage, co-insuring the City of Kyle, TX, in the scope and amount satisfactory to City, and must be properly permitted by the Hays County Development Services and otherwise as required by law.
15. The City of Kyle expects a Gold Standard Carnival.
16. The ride company will comply with all applicable federal, state, county and city ordinances and regulations in performing all services to be rendered by the ride company under this Agreement.
17. The ride company shall provide cell phone contact information to ensure communication during the Labor Day weekend including set-up and take-down time.
18. The proposal shall include a company narrative that includes, but not limited to:
 - The history of the ride company
 - The experience of the company's principals
 - A descriptive narrative of the proposed carnival rides, concessions and amusements

- The number of carnivals and municipalities the ride company has worked with in Texas in the past five years similar to the scope and size of this proposal and a list of these Texas cities of similar size and scope with contact information for reference purposes.
- Photos, video or links to videos of carnivals that the company has provided during the last 5 years in Texas of similar size and scope.

19. The City of Kyle reserves the right to increase, decrease and/or adjust the carnival, concessions, and amusement needs based on adopted budget.

RFP RESPONSE FORMAT:

The proposal shall be submitted that shows the final total costs to complete all scopes listed. It is required that you complete and return the RFP Response Page and all supporting documents as listed in Scope to be considered.

TERMINATION FOR DEFAULT:

The City of Kyle reserves the right to enforce the performance of successful proposal in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of agreement. The City reserves the right to terminate the agreement immediately in the event the successful proposal fails to: 1) meet delivery schedules; 2) otherwise performs in accordance with these specifications. Breach of contract of default authorizes the City to, among other things, award to another proposal, purchase elsewhere and charge the full increase in cost and handling to defaulting successful proposal.

TERMS OF PAYMENT:

Any conditions other than payment in full 30 days after services provided shall be included in proposal. This includes deposits and payments made the night of the show must be written in the proposal.

LIABILITY INSURANCE:

The Contractor shall provide Certificate of Liability equal to or exceeding all State minimum required coverage and listing City of Kyle as additional insured. Proposal shall also provide evidence of worker's compensation insurance for all employees performing work on City Property.

RECORDS AND INSPECTIONS:

Contractor shall maintain full and accurate records with respect to all matters covered under this agreement for a period of three years after the expiration or termination of this agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

PERMITS AND APPROVALS:

Contractor shall obtain, at its sole cost and expense, all permits, and regulatory approvals needed in the performance of this agreement.

REFERENCES:

Required with Scope 11.

RFP SUBMITTAL SCORING:

All complete proposals received will be reviewed by City Staff. The Staff's recommendation will go to City of Kyle Parks and Recreation Board for recommendation and then the Kyle City Council for final approval.

Scoring Matrix:

Total cost to provide service based on Scope, including description of carnival rides, concessions, and amusements-
80%

References- 20%

RFP SUBMITTAL PAGE

This page shall be included in the submitted sealed proposal. Please submit 4 copies of the proposal.

Total Carnival, concessions, and amusement proposal as described in Scope of RFP for 2022:
(Cost of permits, licenses and insurance shall be included in these amounts) _____

Breakdown of rides, concessions, and amusements

Payment for carnival rides, concessions, and amusements: (please check one)

- Full payment 30 days after show
- Deposit of ____% made ____ days before show and balance paid in full ____
- Full Payment made

Included in this submission package at these required supporting documents:

_____ A copy of a certificate or sample certificate of Insurance

_____ Company Narrative (Scope 11)

Company Name: _____

Company Mailing Address: _____

Contact for Company/Vendor: _____ Email: _____

Daytime Phone Number: _____

I, the undersigned agent for the company named above, certify that I am duly authorized to execute the proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other provider, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Authorized Company Official (signature): _____

Authorized Company Official's Name: (printed): _____

Date Signed: _____