

BEARY MERRY CHRISTMAS COMMITTEE  
REQUEST FOR PROPOSALS (RFP)  
FOR  
BOUNCE HOUSE(S), TENT(S), TABLES, CHAIRS, AND PORTAJOHNS  
FOR SLEDDING EVENTS

The Beary Merry Christmas Committee is issuing this Request for Proposals seeking proposals from qualified vendors for rental of Bounce House(s), Tent(s), Tables, Chairs, and portajohn(s), and necessary equipment and materials for their setup and proper operation to the City of New Bern for the Beary Merry Christmas sledding events on November 24th, 2018 and December 9, 2018. The vendor that is selected shall be responsible for supplying the event equipment to be utilized by the City and the Beary Merry Christmas Committee, and the necessary personnel for the setup, maintenance, and tear down of the equipment, as well as staffing during the day(s) of the event to ensure safety and proper operation of the equipment.

This RFP will be listed on the Beary Merry Christmas facebook page, [www.facebook.com/bearymerrychristmas](http://www.facebook.com/bearymerrychristmas), and the Beary Merry Christmas website, [www.bearymerrychristmas.com](http://www.bearymerrychristmas.com), beginning Wednesday, August 22, 2018. Any questions related to this RFP should be directed to Robert Block, Sledding Event Chair, at 252.229.5099 or [lionrobertblockjr@gmail.com](mailto:lionrobertblockjr@gmail.com) or Amanda Banks, Beary Merry Christmas Chairman, at [info@bearymerrychristmas.com](mailto:info@bearymerrychristmas.com) or 252.671.1196.

Proposals should be submitted electronically to [info@bearymerrychristmas.com](mailto:info@bearymerrychristmas.com) by 4:00 P.M. on Friday, September 14, 2018. The Beary Merry Christmas Committee reserves the right to reject any and all submittals.

Notice Given by: Robert Block  
Beary Merry Christmas Sledding Chair  
Wednesday, August 22, 2018

Published on [www.bearymerrychristmas.com](http://www.bearymerrychristmas.com) and [www.facebook.com/BearyMerryChristmas](http://www.facebook.com/BearyMerryChristmas)

REQUEST FOR PROPOSALS (RFP)  
FOR  
BOUNCE HOUSE(S), TENT(S), TABLES, CHAIRS, AND PORTAJOHNS)  
FOR SLEDDING EVENTS

Beary Merry Christmas Committee  
Address: [info@bearymerrychristmas.com](mailto:info@bearymerrychristmas.com)

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	PR-SLED-2018-1
Solicitation Title:	BOUNCE HOUSE(S), TENT(S), TABLES, CHAIRS, AND PORTAJOHNS), FOR SLEDDING EVENTS
Release Date:	August 22, 2018
Advertisement Dates:	August 22 until close of RFP period September 14.
Pre-Submittal Conference:	NOT APPLICABLE TO THIS SOLICITATION
Final Date for Inquiries:	September 10, 2018
Proposal Due Date and Time:	September 14, 2018 4:00 p.m. (local time, New Bern, N.C.)
Shortlist Announced for Oral Interviews:	TBD
Oral Interviews (if necessary):	TBD
Target Beary Merry Christmas Award Date:	TBD
Committee Representatives:	Amanda Banks ( <a href="mailto:info@bearymerrychristmas.com">info@bearymerrychristmas.com</a> ) Robert Block ( <a href="mailto:lionrobertblockjr@gmail.com">lionrobertblockjr@gmail.com</a> ) Marie Block ( <a href="mailto:marieblock09@gmail.com">marieblock09@gmail.com</a> )

\* In connection with the evaluation process, the Committee may conduct oral interviews of vendors submitting proposals if the Committee determines, in its sole discretion, that it would be advantageous to the Committee to do so.

PART I  
INTRODUCTION

The Beary Merry Christmas Committee (BMC) is seeking sealed proposals from qualified vendors ("Proposals") for rentals of bounce house, tents, tables, chairs and portajons and necessary equipment and materials for their set up and proper operation (collectively, the "Equipment") to the BMC for the sledding events, for the dates of November 24, 2018 and December 9, 2018. The vendor that is selected (the "Vendor") shall be responsible for supplying the Equipment to be utilized by the Committee at the sledding events, and the necessary personnel for the set-up, maintenance, and tear down of the Equipment, as well as staffing during the day(s) of the event to ensure safety and proper operation of the Equipment.

In comparing Proposals, consideration will not be confined to price only. The committee is seeking qualified vendors who offer a high level of professionalism, excellent and reliable customer service, and service and equipment that meets safety and code guidelines. The successful Proposer will be one whose product is judged to best serve the interests of the Committee when price, product, safety, quality, performance, and delivery are considered. The Committee reserves the right to reject any or all Proposals or any part thereof, and to waive any minor technicalities. An agreement will be awarded to the responsive and responsible Proposer whose Proposal meets the requirements and criteria set forth in this RFP.

PART II  
GENERAL TERMS AND CONDITIONS

**1. TERMINOLOGY.**

Throughout this RFP, the term "Proposer" shall have the same meaning as "Offeror".

Unless otherwise indicated, the term "Vendor" means the Proposer whose Proposal is accepted and awarded (by line item or in total) by the Committee.

As indicated in the Introduction to this RFP, the bounce house(s), tent(s), tables, chairs and portajohn(s) and necessary equipment and materials for their set up and proper operation, which are to be supplied are collectively referred to as the "Equipment".

The term "Agreement" means that an agreement between the Committee and the Vendor, which is awarded by resolution of the Committee. The Agreement shall incorporate all terms of the RFP and the Propser's response to the RFP ("Offer" or "Proposal").

**2. PREPARATION OF PROPOSAL.**

- A. All Proposals shall include pricing set out in the pricing form provided in this proposal package.
- B. It is the responsibility of all Proposers to examine the entire Request for Proposals package, seek clarification of any item or requirement that may not be clear, and submit the entire, completed proposal package on or before the time listed on the front of this proposal package.

**3. EVALUATION OF PROPOSALS.**

Price is an important factor in the evaluation of Proposals but is not the only factor. In evaluating Proposals, price will be considered along with the following factors:

- 1. Experience of the Proposer in providing requested products and services for events similar to the events described in this Request for Proposals.
- 2. Quality of products offered.
- 3. Quality of customer service to be provided to the Committee.
- 4. Safety measures to be taken by the Proposer to ensure the safety of the Equipment.
- 5. Safety record of the Proposer and Proposer's safety policy and plan.
- 6. Responsiveness offered by the Vendor.
- 7. Ability of the Proposer to meet timelines and deadlines and properly staff the necessary personnel.

Proposers should include information in the submission that is relevant to those factors that will enable the Committee in its evaluation of Proposals.

**4. DISCUSSION WITH RESPONSIBLE VENDORS/OFFERORS AND REVISIONS TO PROPOSALS.**

At the sole option of the committee, discussions may be conducted with responsible Proposers that are determined to be responsible Proposers whose Proposals the committee determines to be reasonably susceptible of being selected for award. Such discussions, if they are held, shall be for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals and the revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing Proposers.

A. If discussions are conducted, the Procurement Officer or his designee shall issue a written request for best and final offers. The request shall set forth the date, time, and place for the submission of best and final offers.

B. The request for best and final offers shall inform Proposers that, if they do not submit a notice of withdrawal or a best and final offer, their immediate previous offer will be construed as their best and final offer.

**5. INQUIRIES.**

Any questions related to this proposal package shall be directed to the committee contact whose name appears on the front of this proposal package.

**6. LATE PROPOSALS.**

Late Proposals will not be accepted.

**7. AWARD OF AGREEMENT.**

A. If the committee, in its sole discretion, decides to accept and award an agreement in connection with this RFP, the award shall be made by resolution of the committee to responsible Offeror whose Proposal is determined, in writing, to be the most advantageous to the committee, taking into consideration price and the evaluation factors set forth in the RFP. The committee, in its sole discretion, may award to multiple Offerors.

B. The Procurement Administrator may reject all Proposals if rejection is in the public interest.

C. The agreement file shall contain basis on which the award is made.

D. After agreement award, the Proposals shall be open for public inspection. If the Offeror designates a portion of its Proposal as confidential information, the Offeror shall isolate and identify, in writing, the confidential portions.

E. Unless the Proposal/Offer states otherwise, or unless provided within this RFP, the committee reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the committee.

**8. AGREEMENT.**

Upon award of this solicitation, the terms of the Vendor's Proposal that are accepted shall form the terms of an agreement between the Vendor and the committee (the "agreement"), which shall then be set forth in a separate agreement that shall be awarded by resolution of the Committee.

**9. INSURANCE.**

(If needed or required we need to fill in what we require)

**10. INDEMNITY.**

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the committee, the City, and each committee member, or agent thereof (the committee and any such volunteer being herein call an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Vendor, its officers, employees, agents, or any tier of subcontractor in connection with Vendor's work or services in the performance fo the Agreement or by faulty equipment or materials utilized by Vendor. The amount and type of insurance coverage requirements set forth above will in no way be construed as limiting the scope of the indemnity in this Section.

**11. PAYMENT.**

Unless otherwise agreed to by the committee in writing in its sole discretion, no payment shall be made before tear down is completed. Vendor may separately invoice the committee for each event at which it supplies the Equipment pursuant to the agreement.

**12. MULTIPLE AWARDS.**

The committee reserves the right to award agreements to multiple Vendors. The fact that the committee may make multiple awards should be taken into consideration by each Proposer.

**13. TERM OF AGREEMENT.**

The term of agreement shall commence at time of award of agreement, and shall end on December 9, 2018, unless terminated or cancelled earlier.

**14. TERMINATION.**

The committee may terminate the agreement for its convenience and for any reason (with or without cause) by giving the Vendor thirty (30) days prior written notice without further liability to Vendor for expenses, overhead, costs or anticipated profits. Vendors shall be paid for all undisputed services performed or equipment supplied up to the termination date.

PART III  
SPECIAL TERMS AND CONDITIONS

**1. PURPOSE AND SCOPE OF WORK.**

A. Bounce house(s), tent(s), tables, chairs, portajohn(s), staff and equipment - Rental of equipment and necessary equipment and materials for their set up and proper operation (the "Equipment") to the committee for sledding events, for the sledding events in the year of 2018 on the dates included in this RFP. The Vendor that is selected (the "Vendor") shall be responsible for supplying the equipment to be utilized by the committee, and the necessary personnel for the set up, maintenance, and tear down of the Equipment, as well as staffing during the day(s) of the sledding events to ensure safety and proper operations of the equipment.

The types, sizes and dimensions of the products to be supplied are set forth in the pricing sheet.

PART IV  
PRICING SHEET

Description	Unit Price	Extended Price Per Event
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INFLATABLES

Standard Bounce House      \$ \_\_\_\_\_      \$ \_\_\_\_\_

Speciality Bounce House      \$ \_\_\_\_\_      \$ \_\_\_\_\_

TENTS, TABLES, CHAIRS

20' x 20' Tent      \$ \_\_\_\_\_      \$ \_\_\_\_\_

20' x 40' Tent      \$ \_\_\_\_\_      \$ \_\_\_\_\_

Tables      \$ \_\_\_\_\_      \$ \_\_\_\_\_

Chairs      \$ \_\_\_\_\_      \$ \_\_\_\_\_

OTHER ITEMS

Port-A-John(s)      \$ \_\_\_\_\_      \$ \_\_\_\_\_



PART V  
PROPOSER'S EXCEPTIONS AND DEVIATIONS

Proposer shall fully describe every variance, exception, and/or deviation.

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