



CITY OF MIDDLETOWN

FAMILY FUN FESTIVAL BID SPECIFICATIONS 2023

The contract shall be awarded to the bidder with the lowest and best bid, which shall mean the dollar amount of a bid after bid price adjustments are made pursuant to objective measurable criteria, which affect the economy and effectiveness in the operation and use of the service, such as, but not limited to; (a) reliability, (b) time of delivery, (c) past performance, (c) proven experience in delivering quality events from cities with similar festivals, (d) positive references from other cities, (e) proof that the bidder has the ability, staff and equipment to produce a quality event.

City Commission reserves the right to reject any or all bids and to waive minor bid irregularities. Bids to be submitted no later than the bid opening date and time, the 17th day of October, 2023 at the hour of 4 p.m. at the Middletown City Hall, located at 11803 Old Shelbyville Road, Middletown KY 40243. Any bid not received at that location by that date and time will be considered non-responsive. All bidders must submit evidence that they are qualified including, but not limited to, required insurance as part of their bid packet. All bidders to submit full address and contact information from other municipal client references.

The specifications required by the City of Middletown, Kentucky for the person, firm or corporation receiving the contract to organize the City of Middletown Family Fun Festival shall be as follows:

1. The City of Middletown desires to hire an organizer and promoter to continue its annual **Family Oriented, alcohol free** Family Fun Festival, at dates picked by City of Middletown in the fall of 2024 and 2025, with an option to extend for an additional year. The Family Fun Festival is a two-day event with approximately 150 craft and food vendors, live music each day, a parade and fireworks show at the end. Bidder is expected to pay for all the expenses to produce and promote the Family Fun Festival and to staff, run and clean-up after the event.
2. Bidder is to submit an inclusive, lump sum bid for all its services in organizing and promoting the festival of the same or better length, quantity, and quality as previous years. Bidder will be allowed to keep all fees charged to vendors and all sponsorships, provided that City has full access to information on the fees charged and collected. Payment terms are one third paid in November of each year, one third one week prior to the beginning of the Festival and final one third within thirty (30) days of completion of the festival.
3. The City will authorize the closure of Middletown's Main Street and Old Shelbyville Road from Madison Avenue to Clarland Drive from 3:00pm Friday until 1:00am on Sunday of the Festival. Residents and businesses in the affected area must be given prior notice by Promoter before closure. Residents must be given the right and access to leave (and may be escorted by festival attendants or security) the area by driving eastwardly on Old Shelbyville Road. The Promoter shall place a sign at Kratz Lane saying that the road is closed ahead. A second road closure sign will be placed at Harrison Avenue by the Promoter. The signs will be in place two weeks prior to the festival.
4. The City will allow promoter to use the public rights-of-way of Main Street and Old Shelbyville Road for leasing and installing booths to appropriate vendors to be selected by Promoter. Promoter shall not use or attempt to use private property for vendor booths, nor shall Promoter solicit or intimidate any private property. If merchants own property in the front of their businesses, they may sell whatever they wish from their own property (i.e., have a booth without charge) without fear of

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reprisal from anyone – so long as they comply with the Louisville & Jefferson County Metropolitan Government Land Development Code.

5. Where booth space is available on the highways rights-of-way in the front of any private property, the owner/tenant of any such property shall have the option of right of first refusal to use booth space in front of said private property. No one is charged for using space in front of their own property or business. Space shall be reserved in front of the Middletown Community Center for Middletown Methodist Church's pork booth.
6. The City will allow the space along paved walkways in Wetherby Park to be used for vendors' booths. Children's inflatable playhouses, etc., quantity to be no less than 5, may be placed on vacant grassy areas for use by children – but no charge shall be made to any parent, guardian, or child for any use of such play area.
7. The City will allow the paved parking area in Wetherby Park at the intersection of Main Street and Locust Avenue to be used for a 'food court' area. Promoter is responsible for supplying enough regular tables and high-top tables for the attendants to be able to enjoy the food provided by the food vendors. The promoter shall be required to get the City's approval on the final list of food vendors, which shall include a variety of food vendors, including food trucks.
8. All water waste – or waste of any other type – shall be captured by the food vendors and shall not be allowed to drain onto the pavement or grounds and Promoter is responsible to see that there is no such discharge.
9. The master list of vendors/sponsors is the sole property of the City of Middletown and not the promoter, who must safeguard the list (as well as any additions) and redeliver the list to the City of Middletown after use, prior to final payment.
10. The City and the First Baptist Church of Middletown have entered into a long-term joint venture to allow vendors (only of the City's merchants) to park in the Celebration Hall parking lot, which is between Celebration Hall and the alley to the east. The rear of Celebration Hall parking lot is used for vendor parking only. Passes are given to the vendors and there is a guard at the alleyway by Roberts to insure there is no public parking. First Baptist is given 40 parking passes to get through the entry with the guard. These spaces are directly behind the church and behind the playground. The festival only uses the spaces behind the stage. City Commissioners will be issued a parking pass if they so desire.
 - a) The City and the Church will allow this space to be used for certain charitable food vendors and entertainment similar to that, which has been provided for previous festival participants.
 - b) Promoter shall erect a temporary stage; seating and eating (picnic) tables in this area in a like place and in a similar fashion to the stages and seating that have been erected for previous festivals. To the extent possible, picnic tables will be placed close to the food vendors.
 - c) The promoter is to hire local entertainers (bands, musicians, vocalists' magicians, clowns, balloon sculptors, face painters, visual humorists) who best represent a cross section of generations and taste. Refer to previous year's schedules for a sampling of live entertainers. Music to be on Friday and Saturday at gazebo, craft row (service station) and Celebration parking lot.
 - d) **Caveat:** Promoter **shall not** erect any such tent, structure, or enclosure at this location – or at any location of the festival area – which excludes any member of the public or any person who may attend the festival.

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- e) The Celebration Hall parking lot shall be cleared and free of any and all festival equipment, trash, and debris with the exception of the performance tent before 8:00am Sunday morning to allow for parking for church services. The tent can be used for parking.
- 11. The Anchorage-Middletown Fire Protection District personnel and Middletown Police Department will attend the festival and have the authority to survey, limit and/or restrict crowds for the safety of the public at this event. The east end of the parking lot in front of City Hall, 11803 Old Shelbyville Road, shall be reserved for the Anchorage-Middletown Fire District's standby firefighting equipment. The Fire Department and Middletown Police Department shall be allotted complementary booth space at the end of the adjacent paved walkway to give attending firefighters quick access to their equipment in case of a fire emergency.

FESTIVAL PARADE

- 1. To facilitate the Festival Parade, the City can authorize the closure of Old Shelbyville Road from Hite Road to Watterson Trail. For the Festival Parade the road should be closed from 11:00 AM – 1:30 PM. The crossroads (Hite, Juneau, Evergreen, Ambling Way, Kratz and Clarland will open to cross traffic as the end of the parade passes by or as soon as Middletown Police deem it safe to reopen. Main Street from Harrison to Watterson Trail will reopen once all parade units are off Main Street and safely in the Summit Academy dispersal area (or until all parade vehicles have departed) Residents and businesses in the affected area must be given 30 days prior notice by Promoter before closure. If an emergency occurs, residents must be allowed to leave or enter, the area and they may be escorted by festival attendants or security personnel by a route to be determined by security.
 - a) Promoter shall provide Parade Marshals, utilizing volunteers from previous parades, and generally organize the parade.
 - b) Promoter shall provide a parade entry form and require each entrant to complete the form, which shall state the type of each entrant's vehicle, and its approximate length, and proof of insurance. Promoter shall assign a sequential number to each parade entrant.
 - c) Promoter shall make provisions for the City's officials to participate in the parade, including supplying vehicles for the commissioners if required. These six spaces shall be reserved for the City's officials who need not complete a parade entry form.
 - d) The Promoter thereafter may select parade line-up and provide personnel to keep proper spacing and coordination with parade marshal and inform the participants.
 - e) Promoter shall stage the parade by aligning all parade entrants' vehicles, beginning with the Grand Marshal, being headed, and single file, westbound in the westbound lane of Old Shelbyville Road, starting at Evergreen Road. The upper and lower lots of EHS can be used for stacking the parade. Permission must be granted by the principal annually and a Facility Usage Form for JCPS must be filled out with JCPS names as additional insured. Parade Marshals may use the parking lot at 12556 Shelbyville Road for 'stacking' of parade entrants if necessary.
 - f) The Parade Marshall will provide all participants with an Information Packet the week before the parade. The packet will contain arrival time, drop-off instructions, a map of the parade and position number. Upon arrival the Parade Marshal and/or staff will guide the units to their individual staging areas.
 - g) Entrant's vehicles shall arrive by 11:00am entering Old Shelbyville Road headed west from its eastern intersection with Shelbyville Road. Early arrivals may use Juneau Drive, but all traffic must be headed west.
 - h) Promoter shall begin the parade movement promptly at 11:45am
 - i) **Candies and small treats may be tossed from the vehicles of the City's Mayor and Commissioners to children along the parade route, if Promotor is able to secure**

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insurance allowing said throws, and promotor must make a reasonable effort to secure such coverage.

- j) During the parade staging period, one portapotty shall be placed somewhere in the parade staging area.
- k) Promoter shall conduct meetings on safety procedures with all its staff and vendors, prior to the start of the festival.

GRAND FINALE

The City urges the Promoter to fashion a different kind of Grand Finale, which can be observed by all who wish to remain until the end of the festival and shall not begin any later than 9 p.m. Some kind of an elaborate 15-to-30-minute show from the bandstand at Celebration Hall or pyrotechnics may be a good substitute. **Any and all pyrotechnics, however, fireworks or otherwise, shall be approved before use by Anchorage- Middletown Fire District personnel.**

GENERAL PROVISIONS

1. Promoter shall obtain Comprehensive General Liability Insurance in the sum of at least One Million Dollars (\$1,000,000.00) for occurrence, naming the City as an additional insured, and furnish the City with a Certificate of Insurance. Attempts shall be made to purchase from an insurance company or agency which is located in and pays property taxes to the City of Middletown, and which does business regularly within the confines of the City of Middletown. Promoter shall handle any claim submittal and filing to the insurance company to make sure that all policy provisions on notice of claims and claim submittal is followed, for any claim received by Promoter or by the City.
2. The First Baptist Church of Middletown shall be allowed to participate without charge by Promoter, in the festival by its scheduling and presentation of its Performance, and by opening its 'Soda/Ice Cream Bar' in the church.
3. Promoter may charge a predetermined but reasonable fee (no more than \$300.00 for booths. Charities and non-profit organizations booth fees shall be discounted.
4. The City's Works Director will provide counseling, direction, and assistance for access to water and electricity. The City will bear the cost of the Promoters electricity and water, where available, but Promoter must bear the expense of labor for wiring and connections. If vendors prefer electrical outlets in their booths, Promoter may charge an additional fee (up to a maximum, which maximum the City shall set) – **BUT** 50% of the additional charge shall be paid to the City of offset the City's cost of supplying the electricity.
5. **The following items, booths or performances are prohibited:** fortune tellers; tattoo artists; body piercing; alcoholic beverages; any type of gambling device which requires licensing by the Kentucky Gaming Commission; sexually suggestive items or performances.
6. The City retains the right of final approval for all vendors and/or performances.
7. Admission to the festival area by the general public is without charge.

PROMOTER'S RESPONSIBILITIES

1. Promoter shall be responsible for providing the following:
 - a) Adequate employee personnel to staff the festival, plan and coordinate the event and fully perform all provisions of this contract and comply with all CDC and Jefferson County Health Department Covid-19 protocols.
 - b) Transportation of personnel in festival area via electric or internal combustion golf cart-type vehicles. No street-type vehicles are allowed into the festival area except for emergency police, fire, and EMS type vehicles.
 - c) Promotion of the festival, vendor and parade application forms, mailings, postage, radio, newspapers, signs, press releases, TV, social media and other media forms designed to aggressively attract and obtain vendors, parade participants and the public.
 - d) Hanging the banner across U.S Highway 60, along with sufficient directional signage in the city directing folks to the festival area, as well as directional signage inside the festival area directing attendees to food areas, restrooms, vendor areas, etc....
 - e) Adequate trash containers, port-a-potties and hand washing facilities in the bandstand entertainment and the Wetherby Park areas during the two-day event. City's Works Director will consult with Promoter for obtaining/placement of waste receptacles, port-a-potties and hand washing facilities.
 - f) Adequate picnic tables or other seating options for patrons to eat at.
 - g) Obtain and erect barriers to block traffic at various intersections for the festival and the parade. City's Works Director will consult with Promoter for the obtaining and placement of such barriers.
 - h) Adequate portable generator lighting for the hours of darkness, as well as lighting in the booth areas.
 - i) Adequate security by contracting with a police organization whose enforcement personnel shall be **certified** police officers by the State of Kentucky. Promoter shall work closely with Middletown Police Department to coordinate security. The promoter is responsible for paying for overnight security Friday and for security on Friday to allow Day Care parents to pick up their children. As a courtesy to first responders the city strongly suggests providing one food voucher per person per shift of \$20.00 to be used for food while working.
 - j) Adequate personnel to swiftly remove all equipment and trash from the entire festival area before 8:00am Sunday. Food vendor trailers located in the Wetherby Park parking lot must be removed in a reasonable time to be determined by the City. City's Works Director will consult with Promoter on disposal of trash and waste.
 - k) Promoter may solicit and advertise sponsors for this event. Sponsors, however, must be first approved by the City to ensure that no sponsor shall create a conflict of interest within the community standards for the City. Therefore, Promoter shall stay in contact with Mayor on sponsors selected.
 - l) Promoter shall provide a list of all vendor applications and parade entries prior to final payment.
 - m) Promoter is responsible for procuring and paying for all permits.
 - n) Promoter shall provide the City, at its regular City Meetings updates, information and scheduling of the Festival starting in May and each month until the Festival.
 - o) Follow up festival survey on the Promoters website to obtain feedback on the festival experience from both the vendors and the attendees that will then be shared in whole with the City.
 - p) **Promoter will refrain from discrimination.**

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LEGAL ISSUES

This contract may be extended for one year upon consent of both parties, but without any change in the terms of the above agreement or the change of any compensation paid or received pursuant to this agreement; provided however, that such extension must be in a writing signed by both parties in the year in which the extension is proposed. If there is no such signed writing, the option to extend shall lapse and the contract put out for bid. Kentucky law shall determine any conflicts or controversies which may arise out of this agreement. If a controversy occurs over any financial issue, a Profit & Loss Statement may be required from the Promoter by the City.

Promoter agrees to indemnify and hold the City, its agents, and employees, harmless from and against any and all claims, damages, losses, and expenses including attorney fees, arising out of or resulting from the performance of this contract except for claims which may arise as a result of a willful, wanton negligent act of the City, its agents or employees.