



**The City of York  
Pennsylvania**

Honorable Michael R. Helfrich, Mayor

**CITY OF YORK SPECIAL EVENTS**

**COORDINATOR**

**REQUEST FOR PROPOSAL**

**RESPONSES DUE BY**

**4:00 pm on 11/20/2019**

## INTRODUCTION

The City of York's mission is to ensure a safe, clean, healthy, productive city where neighborhoods are revitalized, history is preserved, the natural environment is respected, and where all people can reach their full potential through education, commerce, culture, recreation and wellness. The Department of Public Works is housed under the City of York and it is their mission to provide safe, clean, healthy and productive building, infrastructure, programs and services as efficiently as possible for the people of York City.

The City of York is seeking proposals from qualified firms and/or contractors with demonstrated professional competence and experience to provide special event services. The following City of York special events are Olde York Street Fair, Light Up York, City of York Labor Day Festival, New Year's Eve Celebration, Box Lunch Revue and Yorkfest Arts Festival.

## PROPOSAL SUBMISSION

**Proposals will be received until Wednesday, November 20, 2019 at 4:00 p. m. Any bid received after that time and date will not be opened or considered and will be returned to the bidder.**

**Questions about the proposal will be answered until Wednesday, November 13, 2019 at 4:00PM.**

**Three (3) hard copies of the proposal and a USB flash drive with a copy of the proposal shall be addressed and delivered in a sealed envelope to:**

**Department of Public Works  
ATTN: Chaz Green  
101 South George Street  
PO Box 509  
York PA 17401-0509  
(717) 849-2245 - FAX (717) 845-7457  
Email: [Cgreen@yorkcity.org](mailto:Cgreen@yorkcity.org)**

1. Respondents are cautioned to allow adequate time to ensure timely delivery of the proposal response. A late response is ineligible for consideration and will be returned unopened to the respondent. The envelope must be marked prominently on the outside:

“CITY OF YORK SPECIAL EVENTS”

2. Proposals may be mailed, or hand delivered by 4:00pm on 11/20/2019.
3. Proposals will be handled confidentially by the City during the pre-award period.
4. The City of York will not be responsible for any expenses incurred by a respondent in connection with this request for proposals.
5. Acceptance of a proposal is subject to approval by the Council of the City of York.

### A. QUESTIONS

1. Any questions concerning this Request for Proposals should be in writing and directed to Acting Public Works Director at 717-849-2245 or by email at [cgreen@yorkcity.org](mailto:cgreen@yorkcity.org).

## I. GENERAL CONDITIONS

- A. No verbal instructions or verbal information to respondents will be binding on the City. The written specifications will be considered clear and complete unless written attention is called to any apparent contradiction, vague or

ambiguous provision before the opening of the proposals. Any alterations to the specifications will be made in the form of written addenda, which will be mailed to anyone who has received an RFP package. The addenda will be considered part of these specifications.

- B. Submission of the proposal will be considered conclusive evidence of the respondent's complete examination and understanding of the specifications.
- C. The City reserves the right to:
  - 1. Reject any or all proposals
  - 2. Request additional information in evaluating and accepting a proposal
  - 3. Exercise its sole discretion in evaluating and accepting a proposal.
  - 4. Waive minor irregularities in procedures or proposals if it is deemed in the best interest of the City of York
  - 5. To negotiate with respondents to establish variations from the original proposal, including proposed cost, which may be in the interest of the City
- D. The award will be made to that responsive and responsible proposer whose proposal, conforming to the specifications, will be most advantageous to the City, price and other factors considered, such as delivery time, quality, service, etc. The award might not be made to the firm/individual with the lowest cost.
- E. The City shall have the right, without invalidating the contract, to make deductions from or request additions to the items of work covered by the specifications. If such changes are made an equitable price adjustment shall be negotiated between the City and the respondent. Any such adjustments in price shall be made in writing.
- F. Respondent's requesting additional information and/or clarifications to the proposal specifications shall submit the inquiries to the Department of Public Works directed to Chaz Green, Acting Public Works Director in writing, not less than five (5) business days prior to the proposal opening date. Inquiries received less than five (5) business days prior to the proposal opening date will not receive responses. See paragraph A above for additional clarification. A business day shall be defined as 8:00 a. m. to 5:00 p. m. Monday through Friday, excluding City recognized holidays and week-ends.
- G. The respondent will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, national origin, sexual orientation or handicap. The respondent will take affirmative action to ensure that applicants are employed without regard to race, color, religion, gender, age, handicap, sexual orientation or national origin. Respondents will take steps to ensure employees are treated, during employment, without regard to race, color, religion, sex, age, handicap, sexual orientation or national origin. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- H. Any contract created as a result of this Request for Proposals shall provide for cancellation by the City for unsatisfactory performance by the contractor, with thirty (30) days prior notice and opportunity to cure. Either party may terminate any contract created as a result of this Request for Proposals for any reason or no reason with ninety (90) days' notice.
- I. The respondent shall assume the defense of and indemnify and hold harmless the City, its officers, agents and employees from and against all claims, demands, actions, suits and proceeding by others and against all liability, both negligent and non-negligent, arising directly or indirectly out of the actions of the firm/respondent in their performance of the contract.

- J. Article 136 (12%): Local and Disadvantaged Business Enterprise Program – In evaluating bids and proposals, agencies shall award preferences in the form of points (in the case of proposals) or a percentage reduction in price (in the case of bids) as follows:
- i. Eight points of a possible 100, eight percent (8%), for local business enterprises.
  - ii. Two points of a possible 100, two percent (2%), for businesses located in enterprise zones.
  - iii. Four points of a possible 100, four percent (4%), for a small business enterprise as defined herein.
  - iv. However, in no event shall any bidder receive greater than twelve points of a possible 100, twelve percent (12%), preference.

## **PROPOSAL REQUIREMENTS**

All respondents shall state in their written proposal how they will provide the following services:

- A. City engages firm/contractor to render the following services in connection with City's planning, preparing and producing special events for City as follows:
- i. Analyze City's current and proposed special events and present specific concepts for improving the quality of the public and private participation on special events.
  - ii. Create, prepare and submit individual special event proposals, including new concepts, logistics, and budget, to City a minimum of 60 days prior to each event for acceptance by City.
  - iii. Prepare and submit to City for its prior acceptance estimates of costs and expenses associated with proposed special event ideas and concepts.
  - iv. Coordinate special event logistics including, but not limited to:
    1. Marketing and public relations.
    2. Vendor recruitment and logistics.
    3. Volunteer recruitment and facilitation.
    4. Entertainment recruitment and logistics.
    5. Special event committees.
    6. Event fundraising and sponsorship.
- B. Provide all graphic arts work for sponsorship program, event ads, event flyers, mailers and other work as necessary. The following events are included:
- i. Olde York Street Fair
  - ii. Box Lunch Revue
  - iii. Yorkfest Arts Festival
  - iv. City of York Labor Day Festival
  - v. Light Up York
  - vi. New Year's Eve Celebration

C. City reserves the right to remove any of the listed events and replace same with a new event should an existing event be canceled and deemed in the best interest of City to no longer be held.

D. The respondent shall provide the following information as part its response to this RFP.

History:

The respondent should provide the history of your firm, particularly your special event division.

Location:

The respondent should include the location of the respondent's office that will be responsible for managing the contract. The respondent should include the telephone number and the individual to contact.

Organizational Chart:

If more than two people would be assigned to the City of York's account, include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.

Include a brief description of the qualifications, current job functions, proposed roles on the City of York account team and office location(s). Designate a principal of the firm who would be ultimately responsible for the relationship and an Account manager who would provide day-to-day direction of the required work. Furnish resumes (not more than two pages long) for all key personnel; include as an appendix, not in the body of the proposal.

Resources:

The respondent should include a description of the respondent's capabilities, corporate resources, that would indicate the respondent's ability to demonstrate best practices regionally and nationally, trends in special events designs and plan costs, and innovative concepts and designs by other providers or employers.

Compensation:

Participants are requested to provide thoughts about compensation including:

As compensation to the successful bidder, for the services rendered. In receiving this service fee, the successful bidder will not receive commission dollars.

Please provide a compensation amount/arrangement you believe to be fair to all parties involved not to exceed \$40,000. Be specific as to what activities and services are included in your compensation. Also, specify the services and/or activities that would be subject to additional charges or fees, and the approximate dollar amount of all fees. Please avoid generalizations.

Explain any contingent commission structure you may have with service providers.

Describe your Company's transparency policy/initiatives, if any. Please include a specimen service agreement. Before final selection the City and respondent will progress with further compensation negotiation. We realize that all compensation issues require further dialogue.

Describe your firm's philosophy for servicing an account and commitment to customer service and quality assurance. How do clients provide feedback on your services?

Identify up to three of your most recent client wins. List any other public agencies to which your firm has provided special events consulting services.

If there are any services that your firm can not provide, please identify them.

Fundraising:

All Dollars must be raised through corporate donations and booth fees, so that no City tax dollars are used.

Any funds raised in the name of these events or the City of York shall be utilized for the direct expenses of the included events unless otherwise approved by the City of York.

Insurance:

Minimum coverages required – The successful respondent selected for this project will be required to present evidence to show, at a minimum, the amounts of insurance coverage indicated below. The respondent is also responsible for its subcontractors maintaining sufficient limits of the same coverage required by the respondent and the respondent is responsible for collecting certificates of insurance from subcontractors, as per below:

- Workers' Compensation and Employer's Liability – All employers, including respondent that employ subject workers who work under this contract shall comply with the State Workers' Compensation laws applicable to the State where the work is performed. The consultant shall ensure that each of its subcontractors complies with these requirements.
- Respondent shall obtain, at respondent's expense, and keep in effect during the term of this Contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts of the respondent, its subcontractors, agents, officers, or employees' performance under the contract. Combined single limit per occurrence shall not be less than \$1,000,000 and annual aggregate limit shall not be less than \$2,000,000.

References:

Please provide references that include name, address, phone number, and length of time associated with your organization. Please provide a minimum of four references, including at least one that is a previous client.

Describe your firm's most noteworthy qualifications for providing the required services to the City of York including years of experience providing like services. Specifically highlight those qualifications that distinguish you from others.

RFP Schedule

The proposed schedule for completion of this Project.....

Activity	Target Date
1. RFP Sent to Potential Respondents	10/23/2019
2. Deadline for Initial Questions to RFP	11/13/2019
3. Qualifications and Proposals received from Respondents	11/20/2019
4. Notification of Selection of Respondents to Final Phase	12/4/2019
5. Meeting with Finalists Completed	12/11/2019
6. Selection of broker	12/17/2019

**INQUIRIES**

All inquiries and related correspondence including requests for additional information or clarification of data, terms and conditions, or specifications within the scope of this Request for Proposal should be addressed to:

Chaz Green, Acting Public Works Director  
 City of York  
 101 South George Street  
 P. O. Box 509  
 York, Pennsylvania 17405  
 (717) 849-2245 (Office)  
 (717) 845-7457 FAX  
[cgreen@yorkcity.org](mailto:cgreen@yorkcity.org)

## UNACCEPTABLE PROPOSALS

No proposal will be accepted from, or contract awarded to, any natural person(s), partnership, joint venture, or corporation that is in arrears or is in default to the City of York upon any debt or contract, or that is a defaulter as surety or otherwise, upon any obligation to either entity, or has failed to perform faithfully any previous contract with the City of York.

## NON-COLLUSION AFFIDAVIT

### INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antirigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the bidder who is authorized to legally bind the bidder.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

of \_\_\_\_\_, the Bidder that has submitted the attached Bid or Bids;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overheld profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of York or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of York, which the Bidder will be required to perform.

I state that \_\_\_\_\_ understands  
(Name of Firm)

and acknowledges that the above representations are material and important and will be relied on by the City of York in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of York of the true facts relating to the submission of bids for this Contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

**PROVIDER'S CERTIFICATION OF NON-INDEBTEDNESS  
TO THE CITY OF YORK**

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City of York (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

**Name of Provider**

\_\_\_\_\_

**Authorized Signatory**

By:

\_\_\_\_\_

Title:

**President or Vice President**

\_\_\_\_\_

Attest:

\_\_\_\_\_

NON-DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

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BIDDER

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TITLE

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF YORK, dated \_\_\_\_\_, 20 \_\_, providing for the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ City of York,  
Pennsylvania.

NOW, THEREFORE, in consideration of the award of said contract to the undersigned, \_\_\_\_\_, as well as in further consideration of the sum of ONE DOLLAR (\$1.00) in hand paid to the said \_\_\_\_\_ by the City of York, receipt whereof is hereby acknowledged, the said \_\_\_\_\_ agrees to indemnify and save harmless the CITY OF YORK, its officers, agents, servants, and employees against any and all loss, damage, costs and expenses which the said CITY may hereafter suffer, incur, be put to or pay by reason of any bodily injury (including death) or damage to property arising out of any act or omission in performance of the work undertaken under the aforesaid contract.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Title)

STIPULATION AGAINST LIENS

WHEREAS, \_\_\_\_\_, hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated \_\_\_\_\_, 20\_\_\_\_, with \_\_\_\_\_ hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the:

\_\_\_\_\_  
\_\_\_\_\_

as set forth in the CONTRACT DOCUMENTS as prepared by the City of York.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said CONTRACT, and for the consideration therein set forth, that neither the undersigned CONTRACTOR, any SUBCONTRACTOR or material man, nor any other person furnishing labor or materials to the said CONTRACTOR under this CONTRACT shall file a lien, commonly called a mechanic's lien, for WORK done or materials furnished for the above manufacture.

This stipulation is made and shall be filed with the York County Prothonotary within ten (10) days after execution, in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto have caused the signature of their proper officers to be affixed thereto on this \_\_\_\_\_ day \_\_\_\_\_ of 20\_\_\_\_ .

(SEAL)

\_\_\_\_\_  
(CITY OF YORK)

ATTEST:

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(CONTRACTOR)

ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_