January 16, 2015

TO WHOM IT MAY CONCERN:

Pease find below a Request for Proposal to produce the Independence Day Festival and Kipona for The City of Harrisburg, with details about the procurement process, contracting, and statement of work.

If you plan to submit a proposal, please send a letter or email to Jackie Parker (see below), stating your intent by January 23. All proposals must be submitted in accordance to this RFP by January 30.

Contact:

Ms. Jackie Parker

The City of Harrisburg

10 North Second Street

Harrisburg, PA 17101

717-255-3040

[Jparker@Cityofhbg.com](mailto:Jparker@Cityofhbg.com)

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# Summary

The City of Harrisburg (City) issues this Request for Proposal (RFP) for all qualified vendors to submit a proposal for community festival planning.

# Scope

This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which vendors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP. The City of Harrisburg strongly recommends that the lead producer with local companies and firms, especially those physically located within the boundaries of Harrisburg, particularly Disadvantage Business Enterprises (DBE), which includes Minority Business Enterprises (MBEs), Women’s Business Enterprises (WBEs), and LGBT-owned Business Enterprises (LGBTBEs).

# Schedule

|  |  |
| --- | --- |
| Deliverable/Task | Date |
| RFP release | January 16, 2015 |
| Interested vendors notify the CITY of their intent to submit proposals and submit any questions | January 30, 2015 |
| CITY posts response to questions | February 10, 2015 |
| Vendors submit written and electronic copies of their presentations | February 27, 2015 |
| CITY interviews qualified and high scoring vendors | March 5, 2015 |
| CITY completes best and final offer with selected vendor (optional) | March 10, 2015 |
| Selected vendor begins work | March 11, 2015 |
| Independence Day Festival | July 4, 2015 |
| Kipona | September 4-7, 2015 |
| Independence Day Festival | July 4, 2016 |
| Kipona | September 3,4,5,6,7 2016 |

Background

The City of Harrisburg is known for producing internationally awarded tourism and community-development events that provide a vibrant quality of life for residents, showcases the Capital City to regional visitors, and shows commitment to a progressive urban lifestyle to potential investors and entrepreneurs. Understanding the economic and community drivers of a positive and vibrant municipal image, Harrisburg views itself as the steward of these historic events and has continued to produce them at the highest standard of event marketing and production. These family oriented, arts driven, events are community cornerstones that have shown value to the community, commerce and sustained municipal branding.  
  
Independence Day Festival – Celebrating our nation’s independence, the Independence Day Festival is projected to be hosted on July 4th, with fireworks, and showcasing the Harrisburg Symphony Orchestra. A children’s area, food court, and musical entertainment stages provide primary amenities with the secondary events held on City Island and Riverfront Park including the Breath of Nature Karate Tournament and Harrisburg Senators Baseball Games. 2014 exhibited an expansion of the activities into the city-wide park systems with events being held at Reservoir Park and Italian Lake.

Kipona. – As America’s oldest inland waterfront festival, Kipona has achieved international accolades for organization, production and environment. Derived from a Delaware Indian term meaning “Sparkling Water”, Kipona has been celebrated over Labor Day weekend with diverse food courts, large children’s areas, art shows, various music stages hosting regional artists, the state-sanctioned PA Chili Cook-off, water activities, karate tournaments, and a Native American Pow-Wow. The flagship of Harrisburg’s events, Kipona has been known to draw over 350,000 people over a 4-day weekend.

# Procurement Process and Information

City

The City of Harrisburg (hereafter “City”) has issued this RFP. The sole point of contact in the City for this RFP is shown below. Please refer all inquiries to the City.

Problem Statement

The City of Harrisburg no longer maintains the capacity to produce two large riverfront, festivals, one on July 4th and one Labor Day weekend. While still desiring to offer these community events, the City is seeking to partner with an outside agency/vendor (hereafter “Vendor”) to produce and develop these assets.

Type of Contract

If the City enters into a contract as a result of this RFP, it will be with negotiated subsidies and benefits given, and negotiated rent and fees to be remitted, in order to cultivate an environment to produce an event worthy of the Commonwealth’s capital City. The City, in its sole discretion, may undertake negotiations with vendors whose proposals, in the judgment of the City, show them to be qualified, responsible and capable of performing the project.

Rejection of Proposals

The City reserves the right, in its sole and complete discretion, to reject any and all proposal received as a result of this RFP.

Incurring Costs

The City is not liable for any costs the vendor incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

Questions & Answers

If a vendor has any questions regarding this RFP, the vendor may submit the questions by email to the City contact, Jackie Parker, Director of Economic Development, at [Jparker@cityofhbg.com](mailto:Jparker@cityofhbg.com), no later than the date indicated on the Schedule. The City shall email the blind questions and answers to all prospective bidders by the date stated on the schedule.

All questions and responses, as emailed, are considered as a formal addendum to, and part of, this RFP. Each vendor shall be responsible to monitor their contact email addresses for new or revised RFP information. The City shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the City.

Proposal Submission & Response Date

To be considered for selection, four (4) hard copies of the proposal and (1) identical electronic version (email, thumb drive, CD, or link to a Dropbox or other cloud program) must arrive at the City on or before the time and date specified in the RFP schedule. Vendors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the City office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next City business day on which the office is open, unless the City otherwise notifies vendors. The City will reject, unopened, any late proposals.

Proposals

To be considered, vendors must submit a complete response to this RFP to the City. Each proposal page should be numbered for ease of reference. An official, authorized to bind the vendor to its provisions, must sign the proposal. If the official signs the Proposal Cover Sheet and the Proposal Cover Sheet is attached to the Vendor’s proposal, the requirement will be met. For this RFP, the proposal must remain valid for 60 days or until a contract is fully executed. If the City selects the vendor’s proposal for award, the contents of the selected vendor’s proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each vendor submitting a proposal specifically waives any right to withdraw or modify it, except that the vendor may withdraw its proposal by written notice received at the City’s address for proposal delivery prior to the exact hour and date specified for proposal receipt. A vendor, or its authorized representative, may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. A vendor may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification, which complies with the RFP requirements. One proposal per applicant is allowed.

Upon opening and meeting with desired vendors, the City of Harrisburg reserves the right to negotiate fully, the project scope/deliverables/and fees, as best suits the City and Vendor

Discussions for Clarification

Vendors may be required to make an oral or written clarification of their proposals to the City to ensure there exists a thorough mutual understanding and vendor responsiveness to the solicitation requirements. The City will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

Prime Vendor Responsibilities

The contract will require the selected vendor to assume responsibility for all planning, sponsorship procurement, entertainment procurement, sub-contractor management, volunteer development, pre, day-of, and post event public/media relations, pre, day-of, post event production and management, and all other facets of event productions and management, not negotiated out of this contract, nor unforeseen and unmentioned in the contract.

The City will consider the selected vendor to be the sole point of contact with regard to contractual matters.

Proposal Contents

Confidential Information.  The City is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of vendors’ submissions in order to evaluate proposals submitted in response to this RFP.  Accordingly, except as provided herein, vendors should not label proposal submissions as confidential or proprietary or trade secret protected.

City Use. All material submitted with the proposal shall be considered the property of the City and may be returned only at the City’s option.  The City has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any vendor copyright designations contained on proposals, the City shall have the right to make copies and distribute proposals internally.

News Releases

Vendors shall not issue news releases, internet postings, advertisements or any other public communications pertaining to this RFP, without prior written approval of the City, and then only in coordination with the City.

Restriction of Contact

From the issue date of this RFP until the City selects a proposal for award, the City is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the City to reject the offending vendor’s proposal. If the City later discovers that the vendor has engaged in any violations of this condition, the City may reject the offending Vendor’s proposal or rescind its contract award. Vendors must agree not to distribute any part of their proposals beyond the City. A vendor who shares information contained in its proposal with other City personnel and/or competing vendor personnel may be disqualified.

City Participation

Vendors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except that upon mutual agreement the City will provide reproduction facilities or other event logistical support.

Term of Contract

The term of the contract will commence on the date shown in the Schedule. The selected vendor shall not start the performance of any work prior to the effective date of the contract and the City shall not be liable to pay the selected vendor for any service or work performed or expenses incurred before the effective date of the contract.

Vendor’s Representations and Authorizations

By submitting its proposal, each vendor understands, represents, and acknowledges that:

1. All of the vendor’s information and representations in the proposal are material and important, and the City may rely upon the contents of the proposal in awarding the contract.
2. The Vendor has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other vendor or potential vendor other than any sub-contractors identified in the proposal.
3. The vendor has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract.
4. The vendor makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. To the best knowledge of the person signing the proposal for the vendor, the vendor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the vendor has disclosed in its proposal.
6. The vendor has not made, under separate contract with the City, any recommendations to the City concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
7. Until the selected vendor receives a fully executed and approved written contract from the City, there is no legal and valid contract, in law or in equity, and the vendor shall not begin to perform.
8. No vendor in a position of debarment will be awarded a contract.
9. No vendor shall have any personal or business relationship with any employee of the City at the time of this award.

Notification of Selection

Contract Negotiations. The City will notify all vendors in writing of the vendor selected for contract negotiations after the City has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the City.

Award. Vendors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the City has received the final negotiated contract signed by the selected vendor.

# Proposal Requirements

The vendor proposal shall include both technical and cost information, as noted in the Project Scope, as part of the submittal.

The City reserves the right to request additional information which, in the City’s opinion, is necessary to assure that the vendor’s competence, business organization, and financial resources are adequate to perform according to the RFP.

The City may make investigations as deemed necessary to determine the ability of the vendor to perform the project, and the vendor shall furnish to the City all requested information and data. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such vendor fails to satisfy the City that such vendor is properly qualified to carry out the obligations of the RFP and to complete the project as specified.

Proposals will contain:

1. Proposal Cover Sheet

-One page cover letter briefing the vendor’s intent to achieve City’s goals.

1. Proposal

-Descriptions of plans to produce City events as given in the Project Scope section of this RFP.

1. Cost Information   
    -Draft budget outline using the enclosed information and revenue goals to fully complete the project.
2. Leadership Profile

-Profile page(s) of the vendor’s leadership team who will be a part of the project.

# Criteria for Selection

Evaluation

The City has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The City will notify in writing of its selection for negotiation with the responsible vendor whose proposal is determined to be the most advantageous to the City as determined by the City after taking into consideration all of the evaluation factors.

Evaluation Criteria

The following criteria will be used in evaluating each proposal:

1. Proposal: The City will award to each proposal a maximum of 55 points of the total number of 100 points.
2. Cost Information: The City will award to each proposal a maximum of 20 points of the total number of 100 points for proposals with mutually beneficial costs structures.
3. Leadership Profile: The City will award to each proposal a maximum of 15 points of the total number of 100 points based on the previous experience of the vendor.
4. Integration of local DBE firms (10 points)
5. Additional Points: The City will award 5-10 additional points for each event it deems beneficial under the Project Activities and Preferred Deliverables (page 12).

Final Ranking and Award

1. The City will combine the evaluation committee’s final technical, RFP and cost scores for a final cost score.
2. The City will rank responsible vendors according to the total overall score assigned to each in descending order.
3. The City has the discretion to reject all proposals or cancel the Request for Proposal at any time prior to the time a contract is fully executed when it is in the best interests of the City. The reasons for the rejection or cancellation shall be made part of the contract file.

Best and Final Offers

While not required, the City reserves the right to conduct discussions with vendors for the purpose of obtaining “best and final offers” following the evaluation and scoring of all vendor proposals. To obtain best and final offers from vendors, the City may do one or more of the following, in any combination and order:

1. Require a vendor oral presentation;
2. Request revised proposals; or
3. Enter into pre-selection negotiations.

The following vendors will not be invited by the City to submit a Best and Final Offer:

1. Vendors whom the City has determined to be not responsible or whose proposals the City has determined to be not responsive.
2. Vendors whom the City has determined from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.

# Statement of Work

Vision

As the steward of these nationally recognized, and regionally valued events, The City of Harrisburg believes these events not only provide an invaluable promotional vehicle for the City, but also provide an environment for family fun, an enriched business environment for sponsors, and other intangible benefits of community and economic development.

Project Scope

The City of Harrisburg is awarding this contract to a vendor whose team will professionally produce the Independence Day Festival and Kipona Festival for 2015 & 2016. Working in tandem with the City, the event producer will procure food, music, and entertainment attractions while further developing the relationship with current institutional event partners.

Project Activities and Preferred Deliverables

The City of Harrisburg would like vendors to explain their capacity in completing the following planning activities and event deliverables:

1. Work with the City of Harrisburg’s contact person to ensure an open line of communication for discussion on event planning, budgeting needs and public relations opportunities.
2. Develop a reasonable event plan and layout to, not only support the vision of the City, but provide a critical mass of entertainment and event services to bolster awareness of secondary events.
   1. Minimum contracted event activities should include 15 food vendors, 2 stages with 4 musical entertainment acts each, a children’s area not to be less than 1.5 blocks.
   2. Bonus secondary events would include:
      1. Beerfest
      2. WineFest
      3. Arts Festival
      4. Water events
      5. Other events
3. Develop a budget based on the event plan and negotiated fee structure that ensures the economic viability and value to all parties. Bonus points would be given for any monies going back to the city as revenue outside of negotiated fees.
4. Develop a sponsor partnership and acquisition plan to fund the proposed event with profit built in for Vendor.
5. Volunteer or paid staffing plan to successfully manage the event.
6. Develop a marketing and public relations plan that not only promotes the event, but equally provides a positive light of community engagement for city elected officials.

City Event Assets, Assistance and Limitations

The following items will be institutional projects, contacts and event facts that cannot be negotiated unless otherwise noted.

1. Park Rental Fees – The City of Harrisburg will waive all fees associated with the daily park rental for up to 3 days leading up to the first event date, and 1 day after the event date.
2. Public Works/Parks Maintenance/City Electricians (hereafter “Public Works”) – Vendor will submit an “Operations Plan” to the City Contact person at least 2 weeks prior to each event as a request for assistance in production of the City’s event. The Operations Plan should be as detailed as possible to include all of the vendor’s needs, along with needs of secondary event producers. Reimbursement for Public Works staff time will be negotiated in final contract.
3. Radio/Communications – A limited quantity of City Public Works radios will be allotted to the vendor as to maintain constant communication with City Contact person, Public Works, and Police, other City employees and on-site volunteers as needed.
4. River Rescue/EMT – Emergency Medical Team-Vendor and City will agree upon scope and need for EMT or other similar services.
5. City equipment – Vendor will have access to any/all city equipment within the project scope of the events as agreed upon in advance. Hourly rates may apply to city employees for use of equipment, as negotiated. Operation/access to the equipment will be done by a city employee unless otherwise agreed upon.
6. The City of Harrisburg will allow vendor to request equipment or materials at pricing obtained through the City, through any annual procurement or contractual agreement. (i.e. sand, rentals, etc.)
7. The City of Harrisburg will provide access to their most recent food, entertainment, other vendor contact lists.
8. The City of Harrisburg will subsidize the production of the fireworks, including the fireworks, production and safety materials, fire apparatus and safety personnel that is required under local, state or federal law, or as required by the fireworks vendor.
9. The City of Harrisburg will offer assistance in securing sponsorships for other specific events/activities. The City of Harrisburg will retain 50% of any sponsorship secured by pre-determined city designee. City and Vendor will agree upon “exclusive” sponsorship categories.
10. The City of Harrisburg will offer media relations, press conferences and similar avenues of press relations and provide access to the Mayor for announcements and meet & greets as they relate to event public relations.
11. The City of Harrisburg will offer postal services for the mailing of food, entertainment, and/or production related correspondence up to a cost to be negotiated. Vendor will be responsible for all office supplies, assembly of correspondence. A capped amount will be negotiated.
12. Vendor will be solely responsible for the sponsorship development and/or revenue generation needed to cover any contracts written/secured by Vendor as it pertains to fulfilling the minimum requirements as stated by this RFP. The City of Harrisburg will not be responsible for any invoices, payments or payables outside of the fireworks and their production.
13. Vendor agrees to provide an event budget to the City of Harrisburg at least 90 days prior to each event. The City of Harrisburg can determine other areas of assistance through grants/in-kind services that may not be known to vendor.
14. Vendor is a contractor for the length of this project. At no times should Vendor, or their employees/designees/volunteers, be considered employees of the City of Harrisburg, at any hourly or full-time, or organized labor status.
15. The City of Harrisburg retains all rights to the festival name Independence Day Festival, Independence Weekend Festival, and Kipona, or all similar and/or historical renditions of it as used in reference to these events.

City Secondary Event Assets

The City of Harrisburg has developed a relationship with the following secondary event producers whom, we believe, provides critical entertainment programming that contributes to the event’s overall success. We would expect Vendor would maintain and expand these relationships, providing and accommodating reasonable needs for production and expansion if needed.

Independence Day Festival

Harrisburg Senators  
Fireworks  
Breath of Nature Karate Tournament

Harrisburg Symphony Orchestra  
Kids Area   
Kids Area Inflatables

Kipona

Harrisburg Senators  
Fireworks  
Breath of Nature Karate Tournament

Native American Pow-Wow  
Canoe Races  
Kids Area  
Kids Area Inflatables

# Point of Contact

All submissions and contacts concerning this solicitation must be sent to or made with this sole point of contact:

The City of Harrisburg

Ms. Jackie Parker, Director  
Community and Economic Development

10 North Second Street, Suite 405

Harrisburg, PA 17101

717-255-3040

[JParker@Cityofhbg.com](mailto:JParker@Cityofhbg.com)