

REQUEST FOR QUALIFICATIONS ("RFQ") FOR PRODUCTION SERVICES FOR THE 2016 ARTS AND SEAFOOD CELEBRATION RFQ NO. CRA-15-001

Prepared by:

Dania Beach Community Redevelopment Agency of the City of Dania Beach, Florida 100 West Dania Beach Boulevard Dania Beach, Florida 33004

June, 2015

INSTRUCTIONS TO RESPONDENTS

1. <u>GENERAL.</u> The following instructions are given as guidance to Respondents in properly preparing their responses to this Request for Qualifications ("RFQ") for Production Services for the Dania Beach Community Redevelopment Agency ("DBCRA or CRA") 2016 Arts and Seafood Celebration (the "Event or the "DBA&SC"). The DBCRA is seeking submissions from qualified persons, companies and firms to produce the Event identified above, to be held on Saturday, April 2, 2016 and Sunday, April 3, 2016 in the City of Dania Beach, Florida (the "City"). A description of the background of the Event, including a description of the "Scope of Work and Requirements", is attached, marked Exhibit "A" and it is made a part of and incorporated into this RFQ by this reference; this Exhibit is referred to in this RFQ as the "Services". The City is assisting the CRA in the processing of this RFQ.

2. <u>SUBMISSION DEADLINE AND OPENING OF RESPONSES.</u> All Responses must be received by the City Clerk's Office of the City of Dania Beach, Florida, located at City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 no later than 10:00 a.m., on Friday, June 19, 2015. The Responses will be opened and read aloud at 10:30 a.m., on that same day in the City Hall Northwest Conference Room at the above-stated location. Faxed or electronic Responses will not be accepted under any circumstances. Respondent must submit one (1) original (identified as such) and four (4) additional written copies, with one (1) copy of the entire Response in digital format. All Responses must be submitted to the City Clerk in a sealed envelope and clearly marked in the lower left hand corner "Dania Beach CRA 2016 Arts and Seafood Celebration; RFQ No. CRA-15-001.

3. <u>POSTPONEMENT AND EXTENSION OF DATE FOR SUBMITTING</u> <u>RESPONSES.</u> The CRA reserves the right to postpone and extend the date for the receipt of Responses, and will give ample notice of any such postponement and extension to each prospective Respondent.

4. <u>SUBMITTAL REQUIREMENTS.</u> Each Respondent desiring consideration for providing the Services shall submit a Response as specified above in paragraph 2 to this RFQ. Multiple Responses from any one (1) Respondent are not acceptable and will result in rejection by the CRA of Responses from that Respondent. The CRA and the City shall not be liable or responsible for any costs incurred by any Respondent associated with the preparation and submission of a Response to the RFQ.

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5. <u>**QUALIFICATION SUBMISSION PAGES.</u>** The items stated below should be fully addressed in the Response to the RFQ in a concise narrative form. The Response must be in a 1-1/2" binder. Additional sheets may be used, but they must reference each issue and be presented in the same order. The following is the order in which to respond:</u>

- Tab 1.Letter of Interest.The Letter of Interest should not exceed two (2)pages.
- Tab 2.Statement of Proposed Services. Responses should be directed to the
Scope of Work. The Response should provide a description of the
Respondent's abilities and innovative and creative approaches for the
Event, which will be used to perform the required Services.
- Tab 3.Company Experience.Provide identification of company's distinctive
competencies, staff level of company and qualifications of each,
experiences and skills that each will bring to the Event.Provide a résumé
of each person who will actually be performing the required Services.
Please refer to Exhibit "A", for requirements.
- Tab 4.Event Experience Information. Provide at least three (3) examples of
large municipal outdoor events successfully performed by the Respondent
within the past three (3) years.
- Tab 5.An Organizational chart that includes a staffing plan, which identifies key
personnel to be assigned to perform the Services, including the length of
tenure of such personnel with the Proposer.
- Tab 6.Financial Stability:
The Proposer shall demonstrate financial strength and
stability, as well as financial acumen in the operation of similar south
Florida events. Proposer shall provide a statement of its financial stability,
including information as to current or prior bankruptcy proceedings.
Proposals shall also include a copy of the most recent (two (2) years) of
other similar events reflecting actual annual financial results compared
with annual approved budget plan. Financial strength of the Proposer may
include at a minimum, a balance sheet, an income statement and statement
of cash flows for the past three (3) years.

- Tab 7. <u>Financial Statement:</u> The Proposer shall include copies of its latest audited financial statements. In the event the Proposer does not have audited financial statements, it may substitute non-audited financial statements and complete filed federal tax returns for the past two (2) calendar years (2013 and 2014).
- Tab 8.A statement regarding recent, current and anticipated future workload of
the Proposer, including an assessment of the effects upon the same with
providing the Services of the CRA as requested in the Request for
Proposals.
- Tab 9.Company's assessment of the CRA's needs and the quality of the
company to meet those needs, including a plan/outline of the same.
- Tab 10.Business Licenses. Provide evidence that the company and the people
that will actually be performing the Services are licensed to conduct
business in the State of Florida.
- Tab 11. List three (3) references from entities for which the Respondent has provided similar services in the last three (3) years with the following information referenced in Exhibit "B", which is made a part of and incorporated into this RFQ by this reference:
 - a. agency name;
 - b. agency's address;
 - c. agency's telephone number;
 - d. agency's contact person; and

e. the dates for which the Services were provided to such agency or entity. Be prepared to provide, upon request, evidence of work product, ability to meet schedules and responsiveness. Attach additional sheets if necessary. Do not include the DBCRA or its employees as references when providing a Response to this RFQ.

Tab 12.Insurance as required (see specifications) beginning in Section 13.5 of thisRFQ).

- Tab 13.
 LITIGATION. Provide a list referencing the following:
 - a. any and all lawsuits or proceedings that the Respondent has been involved in within the past ten (10) years;
 - b. case name of each lawsuit;
 - c. case number of each lawsuit;
 - d. identification of court for each;
 - e. nature of the actions of each lawsuit; and
 - f. the disposition or status of each case.
- Tab 14. Price proposal for the Event referenced in this RFQ.
- Tab 15.Provide, at the time of the submittal of the Proposal, an original SwornStatement of Public Entity Crimes Form, pursuant to Section 287.133(3)(A),Florida Statutes.
- Tab 16.Provide, at the time of the submittal of the Proposal, an original Non-
Collusion Affidavit Form.
- Tab 17.Provide any additional information or attachments that the company feelsnecessary, to be reviewed by the CRA.

6. <u>INSURANCE COVERAGE</u>. Respondents submitting Responses to the RFQ <u>MUST</u> comply with all of the insurance requirements specified below beginning in Section 15.5 ("Insurance Requirements"), as required in this RFQ and the Agreement upon award to the successful Respondent.

7. <u>**QUALIFICATIONS.</u>** Provide a statement that the Respondent is an equal opportunity employer and that it does not and will not discriminate against any person, employee or applicant for employment on account of age, race, creed, religion, color, sex, sexual orientation, disability, national origin, marital status, or political affiliation.</u>

All Responses must be signed by a representative who is authorized to contractually bind the Respondent.

8. <u>MINIMUM QUALIFICATION REQUIREMENTS.</u> Respondents shall be persons, companies or firms who or which are normally and routinely engaged in providing the types of Services specified in Exhibit "A". The Respondent must be authorized by law to conduct business in the State of Florida, and shall possess the necessary experience and qualifications to perform the specified Services, including possession of all required registrations, certifications

and licenses applicable to the profession or business, if any, required by any applicable laws, ordinances or regulations. Copies of such documents shall be provided with the Response.

9. <u>SELECTION.</u> The CRA will consider Respondents who or which are responsive and deemed responsible by the CRA based upon the Responses submitted to this RFQ.

9.1 Respondents must complete and submit with the RFQ a "Public Entity Crimes Form" signed by principals of the firm and dated prior to the opening of the Response. A copy of the form is attached as Exhibit "C", which is made a part of and is incorporated into this RFQ by this reference.

9.2 Respondents must also complete and submit the "Non-Collusion Affidavit" signed by principals of the firm and dated prior to the opening of the Response. A copy of the form is attached as Exhibit "D", which is made a part of and is incorporated into this RFQ by this reference.

10. **EVALUATION CRITERIA AND PROCEDURES.** All submitted Responses will be evaluated based on the information provided in each Response to this RFQ. Evaluation criteria will include, but not be limited to, a review of the background and experience of the Respondent in providing similar Services to other clients, references, and a review of any former or pending lawsuits involving the Respondent. The CRA may select for interview, but is not obligated to do so, a short list of no less than three (3) and no more than five (5) Respondents deemed to be the most highly qualified from those submitting a Response to this RFQ.

10.1 The CRA reserves the right to accept or reject any or all Responses, or parts of any Responses, to waive any informalities, technicalities or irregularities, to re-advertise the RFQ, to request other Responses or clarifications, or take any similar actions that may be deemed to be in the best interests of the CRA and the City. The CRA reserves the right to negotiate an Agreement with more than one (1) Respondent in response to this RFQ, and may elect to provide the Services itself, without any assistance.

11. **INTERPRETATIONS.** Any interpretations, clarifications or additional information not disclosed in this RFQ and determined to be necessary by the CRA in response to Respondent's questions will be issued by means of addendum or addenda, which addendum or addenda will be posted to Demand Star at <u>www.demandstar.com</u> and the City website, <u>www.daniabeachfl.gov</u>, for all interested persons identified by the CRA as having received the RFQ. The Respondent is required to check the sites to see if there has been any addendum or addenda posted regarding

the RFQ. Only questions answered and information provided by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect.

11.1 All questions requiring clarification or interpretation of the RFQ shall be made in writing and shall be delivered to the CRA Manager Ms. Kathleen Weekes (at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004; her telephone number is (954) 924-6801, Ext. 3739) at least ten (10) business days prior to the date and time specified for the receipt of Responses. No questions shall be answered during the five (5) business days prior to the date and time for the receipt of Responses.

11.2 Any modification or interpretation of the RFQ lies within the sole and exclusive judgment of the CRA. Modifications or interpretations of the RFQ Documents made in any manner other than an Addendum or Addenda issued by the CRA shall not be binding.

11.3 A Respondent, prior to submitting its Response, shall check the City's website to see if any Addendum or Addenda has/have been issued for the RFQ and, if so, the Respondent must ascertain in writing that it has received any and all Addendum or Addenda issued for the RFQ.

12. <u>PUBLIC RECORDS</u>. The successful Firm acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to the CRA and City contracts, pursuant to the provisions of Chapter 119, Florida Statutes.

12.1 The successful Firm agrees to maintain public records in successful Firm's possession or control in connection with its performance under the Agreement, and to provide the public with access to public records in accordance with the maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Firm shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law and affirmatively identify in writing any documents claimed by Respondent to be exempt from disclosure per state law.

12.2 Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with the Agreement are and shall remain the property of the CRA and City. In the event of termination of the Agreement by either party, any reports, photographs, surveys, other data, documents and public records

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prepared by, or in the possession or control of, the successful Firm, whether finished or unfinished, shall become the property of the CRA and City and shall be delivered by successful Firm to the CRA Manager, at no cost to the CRA and City, within seven (7) days of termination of the Agreement. All such records stored electronically by Firm shall be delivered to the CRA and City in a format that is compatible with the CRA's and City's information technology systems. Upon termination of the Agreement, Firm shall destroy any duplicate public records that are confidential and are exempt from public records disclosure. Any compensation due to the successful Firm shall be withheld until all documents are received as provided to the CRA and City. The successful Firm's failure or refusal to comply with the provisions of this Article shall result in the immediate termination of the Agreement by the CRA and City.

13. **INSURANCE COVERAGE.** The successful Respondent shall not commence Services under an Agreement until it has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Respondent shall not allow any employee of the Respondent or any Subcontractor (if authorized to perform Services in advance, in writing by the CRA) to commence Services under any subcontract until the Subcontractor has been approved in advance in writing by the CRA, and all Coverages required of any Subcontractor have been obtained and approved in writing by the Risk Manager of the City. In addition, Respondent shall be responsible for any and all policy deductibles and self-insured retentions.

The following are requirements that must be met regarding the Respondent's delivery of Certificates of Insurance for all coverages required in the Agreement and RFQ:

13.1 "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) <u>must be submitted and included</u> with the Response submittal on the date and time of the RFQ opening.

If the "preliminary" certificates are not included with the Response submittal, then the CRA has the right to consider the submitted Response as non-responsive as of the date and time of the opening of the Responses. "Preliminary" Certificates may be issued without documentation evidencing compliance with all "Special Provisions" in the RFQ. However, each Respondent, by submission of a Response, understands that all

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provisions, including "Special Provisions" noted in the RFQ, must be fully documented on or attached to the "Official" Certificates of Insurance as described below.

13.2 "Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the CRA of the "Notice of Award", then the CRA has the right to consider any awarded Agreement to a successful Respondent as void, and may proceed to negotiate an Agreement with the next best and qualified Respondent. No Agreement shall be effective unless it is completely executed by all parties. "Special Provisions", as referenced below under each type of insurance requirement, shall be fully confirmed on or attached to the "Official" certificates.

13.3 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the CRA and the City. If the coverages are not provided, then Respondent is responsible for such notice to the CRA and City. Insurance policies for required coverages shall be issued by companies authorized to conduct business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the CRA and the City in writing.

13.4 Coverages shall be in force until all Services required to be performed under the terms of the Agreement are satisfactorily completed as evidenced by the formal written acceptance by the CRA. In the event insurance certificates provided to the CRA and the City indicate that the insurance shall terminate and lapse during the term of the Agreement, including any renewal or extension of it, then, in that event, the Respondent shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the term of the Agreement, including any renewal or extension of it, is in effect. **THE RESPONDENT AND ANY AUTHORIZED SUBCONTRACTOR SHALL NOT**

COMMENCE, PERFORM OR CONTINUE SERVICES PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE SERVICES CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ALL OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE RFQ CONCERNING RESPONDENT DELAY.

13.5 INSURANCE REQUIREMENTS. The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City ultimately must approve any changes to these specifications and has the right to review and amend coverage requirements. The Respondent shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Respondent shall be responsible for any deductible amounts.

13.5.1 <u>GENERAL LIABILITY INSURANCE</u> is to include bodily injury, broad form property damage, products completed operations hazard, blanket contractual liability with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE:

(to be confirmed on or attached to the Official Certificate of Insurance)

- Annual Aggregate shall apply "Per Job";
- "Both the "Dania Beach CRA" and "The City of Dania Beach, Florida" are to be added as "Additional Named Insureds" under the policy;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Respondent's insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the City;

- 30 Days' Notice of Cancellation or modification to the CRA and the City (if not available on the insurance policies, then Respondent has responsibility for notification); and
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

Both the CRA and City shall each be provided a Certificate of Insurance, evidencing the foregoing coverages and additional named insured status requirements.

13.5.2 <u>WORKERS' COMPENSATION INSURANCE</u> shall be maintained by the Respondent and any authorized subcontractors during the life of the Agreement and any renewal or extension periods of it, and it is to apply to all "statutory employees" of Respondent (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Respondent, its employees, and Subcontractors.

If any Services are sublet as authorized in advance in writing by the CRA and as otherwise addressed in the Agreement or the RFQ, the Respondent shall require any authorized subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Respondent, by furnishing statutory limits Part A, and no less than and One Hundred Thousand Dollars (\$100,000.00) employers' liability limits Part B.

IN NO EVENT SHALL THE RESPONDENT BE PERMITTED TO UTILIZE IN THE RENDERING OF THE SERVICES, THE FOLLOWING: I) ANY PERSON, EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR II) ANY PERSON, EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS OR WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE: (to be confirmed on or attached to the Official Certificate of Insurance):

• 30 Days' Notice of Cancellation or modification to the CRA and City (if not available on the insurance policies, then Contractor has responsibility for notification); and

• Waiver of Subrogation in favor of the City.

13.5.3 <u>AUTOMOBILE LIABILITY INSURANCE</u> shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE: (to be confirmed on or attached to the Official Certificate of Insurance)

• Both the "Dania Beach CRA" and "The City of Dania Beach, Florida" are to be added as "Additional Named Insureds";

• 30 Days' Notice of Cancellation or modification to the CRA and the City (if not available on the insurance policies, then Respondent has responsibility for notification); and

• Waiver of Subrogation in favor of the CRA and City.

If successful Respondent hires a subcontractor for any portion of any work, then such subcontractor shall maintain all insurance coverages required of Contractor in the Agreement and RFQ.

14. **RESPONSE PROTEST PROCEDURE.** After a Notice of Award of an Agreement is posted, any actual or prospective Respondent claiming to be aggrieved in connection with the pending award of the Agreement or any element of the process leading to the award of the Agreement may protest to the CRA Executive Director and the City Manager. A protest must be filed by 5:00 PM on the third (3rd) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the reason(s) for, the protest. Filing shall be considered complete when the protest and an RFQ Protest Bond are timely received by the CRA Executive Director and the City Manager's Office.

14.1 An RFQ Protest Bond shall accompany the written protest, to compensate the City for the expenses of administering the protest. If the protest is decided in the

protester's favor, the entire Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Bond shall be retained by the City. The Bond shall be in the form of a cashier's check, and shall be one percent (1%) of the amount of the pending award to the initial successful Respondent or five thousand (\$5,000.00) dollars, whichever is less.

14.2 <u>PROTEST COMMITTEE.</u> The Protest Committee (consisting of a total of three (3) of the CRA and City staff persons) shall have the authority to review, settle, and recommend resolution to the City Manager and CRA Director for any Response protests.

14.3 If the Protest Committee determines that the pending award of an Agreement or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Committee determines that the protest has merit, the CRA Executive Director and City Manager shall direct that all appropriate steps be taken to remedy it.

14.4 In the event of a timely protest, the CRA Executive Director and City Manager shall stay the award of the Agreement unless, after consulting with the City Attorney and the CRA, the CRA Executive Director and City Manager determine that the award of the Agreement without delay is necessary to protect the substantial interests of the CRA and the City. The continuation of the Agreement award process under these circumstances shall not preempt or otherwise affect the protest.

15. <u>**OWNERSHIP OF WORK.**</u> The CRA shall have full ownership of the right to copyright, reproduce, modify, sell, or use all of the work and products produced under the Agreement without payment of any royalties or fees to the Respondent; all such royalties or fees shall be deemed to be included in the compensation for Services.

If the selected Respondent requires or desires to use any design, trademark, device, material or process covered by an patent, copyright, trademark or similar protection, the Respondent shall indemnify and hold harmless the CRA and the City from any and all claims of infringement by reason of such use, including any cost, expense, attorney fees, royalty or damage which the CRA or the City might be obligated to pay.

16. <u>AGREEMENT.</u> The CRA will enter into an Agreement with the successful Respondent which will incorporate all provisions of this RFQ, and will include any and all other provisions as deemed necessary by the City Attorney.

17. <u>**TERM.</u>** The terms and conditions of the Agreement resulting from this RFQ with the successful Respondent shall remain in effect for one (1) year. The CRA Board shall have the sole option to renew the Agreement annually for up to a maximum of three (3) additional one (1) year periods. The CRA Director or his/her designee will provide written notification to the successful Respondent sixty (60) days before the end of the applicable term of the CRA's intention to renew the Agreement.</u>

18. <u>BUDGET.</u> The Respondent, as the Event Planner under the direction of the CRA, is responsible for negotiation and payment to some DBA&SC vendors and a wide range of incidental expenses. Payment will be made through a DBCRA issued Purchase Order. The Planner will exercise control in the negotiation and contracting process by seeking economies in all expense categories. All vendor submissions with contracts must be approved in advance by the City Attorney. Emphasis in the selection of a Respondent will be placed on the Event Planner's experience in managing budgets. Budgets submitted to the CRA must be formatted, presented and updated as required in both a print and electronic format developed in the Microsoft Excel Program. Budgets must be print-ready and available at meetings with CRA and City staff.

19. EVENT TASK MANAGEMENT. The successful Respondent must produce and manage an event task timeline for the Event. Production of the DBA&SC program, fliers and other printed matter requires complex negotiations with sponsors and Event participants. Contractual negotiations with vendors require City Attorney approvals and agreements that must be reviewed by third parties. The Event Planner will be required to demonstrate abilities to accomplish tasks on schedule and adhere to timelines prepared. These will include coordination of public information to maximize attendance at the Event. Control of the DBA&SC in the days immediately preceding and during the Event requires coordinated management by professional staff. Respondents should submit brief biographical sketches for key team members who will be engaged to work on the Event and will be required to provide recommendations for supplemental staff, use of volunteers and other staffing requirements.

PLEASE NOTE: For the following areas which require contracting with food vendors, entertainers, performance artists, sand artists, volunteers, chef presenters and all other contracted personnel who will be working on site before, during and after the Event, the Respondent will be

required to obtain signed and notarized Risk Management documents at the time of application submittal as follows:

- a) Official Certificates of Insurance evidencing General Liability, Workers' Compensation and all Auto Liability.
- b) DBA&SC "Event Release, Hold Harmless and Indemnification" Agreements.
- c) Artist Performance Agreements
- d) Volunteer Verifications and Signatures.

These documents are to be provided to the DBCRA immediately upon acceptance of vendor applications, performers' commitments and volunteers' confirmation of participation and all executed documents **MUST BE RECEIVED BY THE DBCRA NO LATER THAN ONE MONTH BEFORE THE EVENT.**

****SUBMISSION EVALUATION CRITERIA****

The award of the Agreement will be based on certain considerations as listed below:

Familiarity with the purpose of the CRA and Event strategy	20 Points
Experience in producing and managing similar events	25 Points
Innovative, creative approach to rendering the Services and metrics for a successful program	
	30 Points
Proven experience of the successful Respondent and available staff	
resources to complete assignments in a timely and professional manner	20 Points
City of Dania Beach Local Preference	5 Points
TOTAL POINTS AVAILABLE:	100 Points

The CRA and the City reserve the right, before awarding the Agreement, to require a Respondent to submit any evidence of its qualifications as the CRA and the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present clients.

The CRA and City reserve the right to request additional clarifying information and request an oral presentation from any and all Respondents prior to determination of an award of an Agreement.

20. <u>**COMPENSATION.**</u> Respondent shall provide an offer of a total "not to exceed" specified compensation amount for all Services that are to be rendered, inclusive of all costs related to the Services.

21. <u>LOCATION.</u> The proposed Event location is known as Frost Park, located at 300 NE 2nd Street in Dania Beach Florida; a copy of the Park location map is attached as Exhibit "E". All Respondents must thoroughly acquaint themselves with the site, including its amenities, facilities and access limitations. Parking is expected to be afforded by Dania Entertainment Center, at the Jai Alai facility which lies immediately to the east of the Park.

EXHIBIT "A"

SCOPE OF WORK AND REQUIREMENTS

RFQ NO. CRA 15-001

BACKGROUND OF THE EVENT

The Dania Beach Community Redevelopment Agency of the City of Dania Beach, Florida (the "DBCRA") introduced an Arts and Seafood Celebration (the "Event") in 2013, as an annual outdoor event intended to attract South Florida residents and visitors to the City of Dania Beach (the "City"). The Event is intended to become one of the major spring festivals in South Florida with an economic impact that benefits local businesses. Attendees are to be afforded two (2) days of good quality non-stop entertainment, delicious seafood, and access to the work of talented artists and crafters.

The 2016 goal is to surpass the performance of the first three (3) years. Attendance for the 2013 inaugural year was estimated at 8,000 and in 2014 attendance ranged between 20,000 to 30,000 people. The Respondent as the Event producer is central to proposing and executing elements that strategically assist the Event to grow, while improving the quality of participating artists, crafters and seafood vendors that provide great family and children's activities, and attracting high-energy, crowd-pleasing entertainment. In the previous years, the budget for the Event producer was in the vicinity of Twenty-Five Thousand Dollars (\$25,000.00).

The Event is funded each year by the DBCRA. The Event producer is the key to controlling costs and raising revenues, and helping to approach a break-even or better financial goal. The Event producer will coordinate with the DBCRA to achieve this through efficient budget management, cost control, increased sponsorship, vendor participation and greater community involvement in the planning and execution of the Event.

Items identified in the following Services will be prepared and managed by the successful Respondent. The duties will be performed under the direction of the DBCRA interim Director, Rachel Bach, together with the CRA staff in compliance with all DBCRA and City financial and operational requirements, which are to be coordinated with the DBCRA Marketing Consultant.

GENERAL INFORMATION

The DBCRA seeks the Services of a licensed, qualified Events Planning and Management Company with specific experience in the management of outdoor events to lead the development, planning, coordination and logistics of the 2016 DBCRA Arts and Seafood Celebration, per the specifications outlined below.

The intent of the RFQ is to have a successful Respondent enter into an Agreement with the DBCRA and the City for the desired Services. The term of the initial Agreement shall be from the date of the award of the RFQ to the successful Respondent, up to and through April 30, 2017, or as of the last date of the two (2) day Event selected for the 2017 Arts and Seafood Celebration. The DBCRA and the City will retain the options, at their sole discretions, three (3) renewal periods of one (1) year each.

INTRODUCTION OF NEW FEATURE TO THE DBA&SC EVENT

In 2015, the Dania Beach CRA added a new event to the Arts and Seafood Celebration Event called "the Begin Downtown Discovery Tour". It begins in the cul-de-sac at City Hall. This event is aimed at bringing visitors into the City center to visit and interact with owners of downtown businesses.

In 2016, the "tour" event will be held in the month of March as the kick off for the 2016 Arts and Seafood Celebration. The event is a joint venture with the Dania Beach Chamber of Commerce. The selected Respondent will be required to coordinate the activities with the DBCRA and the Chamber of Commerce. The DBCRA welcomes creative ideas from the Respondents for ways to make the activity successful.

A: LOGISTICS MANAGEMENT AND COORDINATION

1. <u>SITE DESIGN AND LAYOUT.</u> The successful Respondent shall design, develop and implement a site map for the Event production, which shall include the locations of the following:

- a. food vendors;
- b. beverage vendors' booths or tents;
- c. artists;
- d. entertainment and performance artists;
- e. chef showcase(s);
- f. children's activities;
- g. attractions;
- h. organization of sponsor areas;
- i. restroom trailers (portable restrooms)
- j. information booth
- k. merchandise booths;
- 1. a summary of the total number of vendor sites available per category;
- m. shuttle bus parking area;

- n. ADA paths for wheelchairs;
- o. event parking for Handicap, VIP, Vendors, Artists, Sponsors and General Public;
- p. sand delivery location; and
- q. sand artists' placement.

The 2015 site map is attached for your reference.

2. <u>BUDGET.</u>

3. <u>VENDOR APPLICATIONS.</u> Event Planner will receive applications and make initial decisions regarding the selection of DBA&SC vendors, the selection of which must be coordinated with the CRA. Proposers should substantiate experience in reviewing the existing CRA templates for vendor applications and making necessary recommendations to improve them.

- a. all templates must be submitted to the DBCRA for review by the City Attorney before they are published.
- b. all templates must meet all appropriate federal, state and local regulatory restrictions.

4. <u>FOOD VENDOR SELECTION.</u> A key feature of the DBA&SC is its focus on seafood in various presentations and cooking methods. The Event Planner will advise the CRA on selection of a master food concessionaire or recruitment of major individual vendors, taking into account variety, exclusivity and quality (local food vendors are to be given selection priority). Proposers should document experience securing food vendors and administering their compliance with insurance and safety regulations during an outdoor event. The Event Planner will manage selection and maintain communications with vendors beginning with notification of approval or denial, distribution of contracts for signature, vendor meetings with the City's Special Events Committee to review City regulations and other follow-up as necessary prior to the Event.

5. <u>ARTIST SELECTION.</u> Another key aspect of the DBA&SC is the presence of more than one hundred (100) artists, outdoor exhibits and craft exhibits. The Event Planner will manage the recruitment, qualification and notification of artist participants. Proposers should submit examples of having secured artist exhibitors' applications and management of art exhibitor communication, coordination and placement upon approval of artist. The Planner will coordinate all art exhibitor selections/approvals with DBCRA staff and consultants.

6. <u>MANAGE VOLUNTEERS.</u> The DBA&SC Event is supported by the City of Dania Beach community and volunteer workers. The Event Planner Respondent should provide a conceptual plan and committee structure for use of volunteers during the Event. Respondents may submit differentiating approaches to motivating or rewarding volunteers as evidence of experience with major outdoor event management. The selected Respondent will work with DBCRA to develop local volunteer committees for volunteers to work in parking lots and serve as liaisons for vendors, artists, entertainers, bartenders and hospitality, etc.

7. <u>MANAGE/SECURE SERVICE PROVIDERS FOR EVENT.</u> There are several known Services that have been part of both previous DBA&SC Events. These include: portable sanitary facilities; stage, audio and other equipment rentals; tent/table/chair/décor rentals; electricity generation; transportation management; security; food and beverage catering; signage and production; entertainment booking and management; and other necessary contracted services. An Event Planner Respondent should document its ability to contract directly for these items and submit contracts for advance review by the City Attorney. The selected Event Respondent will confirm with the DBCRA to identify the process for paying for these services through a Purchase Order issued by the City/DBCRA or by some other mutually agreed upon process.

8. **EVENT PERMITTING.** An operations committee meets regularly during the several months leading up to the DBA&SC. An important element is the Event Planner's progress in obtaining the appropriate building and fire code permits and compliance with pertinent regulations of the City. Respondents should demonstrate familiarity with variations in permit requirements in different venues and should submit a conceptual plan for managing the process in the City. The selected Event Planner will submit and obtain all permits for the Event and services as required.

9. LIQUOR LICENSE. The DBA&SC Event Planner must obtain beer and liquor licenses for the Event on behalf of the DBCRA. Proposers should document actual capability to perform this service as well as examples of previous experience.

10. <u>SAFETY AND SECURITY.</u> The DBA&SC Event Planner will ensure all safety regulations are followed and safe practices are observed. Proposers should document their experience, safety record and any unique approaches to outdoor events. ADA pathways are to be installed at the Event venue to accommodate physically challenged attendees.

11. <u>EVENT MEETINGS.</u> The Event Planner will participate in and provide leadership during all planning meetings. This will include meetings with DBCRA staff, the operations task force and special Event volunteer committees as established by DBCRA. At a minimum, the meeting schedule will be monthly for August and September, bi-monthly for October, November, December and January and weekly for February and March (19-20 meetings total with DBCRA and City staff). Proposers will submit the names and titles of anticipated meeting attendees to the DBCRA.

12. <u>EVENT TIMELINE FOR THE PERIOD OF APRIL 2 and APRIL 3, 2016.</u> A critical element of success for the DBA&SC has been a detailed event timeline with the many items dovetailed to meet deadlines. The Event Planner Respondent should submit examples of timelines it has developed for similar outdoor events and verify that, if selected, it will provide DBCRA an event timeline for all installations, deliveries, set-up, Event operations and breakdown after the Event.

13. EVENT PROGRAM. The Event Planner will provide content for the printed DBA&SC Program based upon execution of commitments for entertainment, artist, food and other Event components. Respondents will acknowledge their intention to support the Program and submit relevant samples.

A. <u>SPONSORSHIP SOLICITATION (NOT MANDATORY).</u>

1. Review and update existing sponsorship opportunity package. (see attached)

B. <u>CONTESTS.</u>

1. Develop, produce and successfully execute creative Event contests, e.g., sushi making, seafood cooking competition, chef showcase and youth art competition, etc.

C. <u>REQUIREMENTS.</u>

- 1. The selected company must fully comply with the specified insurance requirements.
- 2. The selected company must provide all necessary licenses (City, county, state).
- 3. The selected company must provide and designate an experienced team member to regularly meet with DBCRA staff to lead the planning and execution of tasks for a successful Event.
- 4. The selected company must produce notes of all meetings to the CRA for its review and records.
- 5. The selected company must meet all deadlines to ensure Event success.

D. <u>PROVIDE PROJECT APPROACH AND QUALIFICATIONS INCLUDING, BUT</u> <u>NOT LIMITED TO THE FOLLOWING:</u>

- 1. Provide additional information, in text and visual formats, of at least three (3) similar outdoor, large scale events your company has previously produced within the last three (3) years for a municipality, illustrating your experience with planning and producing large events and your event production style. This information should also indicate how these events involved and supported the local business community.
- 2. Provide sample press coverage and indicate any print and broadcast media contacts.
- 3. Provide additional information, to illustrate how, through your business network, you can add value and heighten awareness of this Event.

- 4. Provide at least three (3) written references as specified above from previous clients, showing proof of successfully staging a major public festival, fair, or similar Event.
- 5. Respondent should be prepared to coordinate with the Dania Entertainment Center, which is the Owner of the Dania Jai Alai facility ("Casino") which facility is located east of the Park. It is expected that the Casino will wish to become a major sponsor of the Event, and that it will produce activities, concerts or the like that are intended to complement, but not compete with, Event activities.

EXHIBIT "B"

REFERENCE LIST RFQ NO. CRA 15-001

THREE (3) CLIENTS FOR WHICH RESPONDENT PROVIDED SIMILAR SERVICES WITHIN THE PAST THREE (3) YEARS

The following is a list of at least three (3) references from entities for which Respondent has provided similar services to those sought in this RFQ in the past three (3) years:

1.	Name of Entity for which services were performed:		
	Brief Description of Scope of Services:		
	Amount of Contract Award:		
	Status of Contract:		
	Contact Name:		
	Telephone Number:		
2.	Name of Entity for which services were performed:		
	Brief Description of Scope of Services:		
	Amount of Contract Award:		
	Status of Contract:		
	Contact Name:		
	Telephone Number:		
3.	Name of Entity for which services were performed:		
	Brief Description of Scope of Services:		
	Amount of Contract Award:		
	Status of Contract:		
	Contact Name:		
	Telephone Number:		

EXHIBIT "C"

CITY OF DANIA BEACH, FLORIDA <u>SWORN STATEMENT UNDER §287.133(3)(A), FLORIDA STATUTES</u> <u>PUBLIC ENTITY CRIMES</u>

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

- 1. This sworn statement is submitted with Request for Qualifications, RFP No: CRA-15-001
- 2. This sworn statement is submitted by:

(**PRINT** Name of entity submitting sworn statement)

its business address is:

Federal Identification Number (FEIN) is:

(if applicable)

Social Security Number:

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is:

(**PRINT** Name of individual signing this document)

and my relationship to the entity is:

(President, General Partner, etc. as applicable)

- 4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 5. I understand that to be "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt and conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as a plea of "No Contest").

- 6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
 - (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and which has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a primafacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
 - 1. _____ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - 2. _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please now indicate which additional statement below applies):

A. _____ there has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

B. _____ the person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida,

Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

C. _____ the person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

Signature (of person whose **Printed** Name first appears above)

_____, 2015. Date

STATE OF FLORIDA) COUNTY OF _____)

Sworn to and subscribed before me on _____, 2015, by _____,

who (check one) [] is personally known to me or [] has produced ______, as identification.

NOTARY PUBLIC

PRINT Name of Notary Public

My commission expires:

EXHIBIT "D"

NON-COLLUSION AFFIDAVIT

The undersigned Respondent has not divulged, discussed or compared his/her/its Response with any other Respondent, and has not colluded with any other Respondent or party to this Request for Qualifications whatsoever.

Signature of Respondent

PRINT Name of Respondent

Title

_____, 2015

Date

STATE OF FLORIDA) COUNTY OF _____)

Sworn to and subscribed before me on _	, 2015, by,
who (check one) [] is personally known to me or [] has produced, as
identification.	

NOTARY PUBLIC

My commission expires:

PRINT Name of Notary Public

EXHIBIT "E" PARK LOCATION MAP





The 3rd annual award-winning Dania Beach Arts and Seafood Celebration will take place March 21st and 22nd, 2015. This free event offers our guests the chance to enjoy the work of over 100 talented artists, live entertainment, culinary delights, a beer and wine garden, various family activities and the creation of beautiful sand sculptures. As visitors relax in the park, they will have the opportunity to experience hands-on arts and crafts with sand play, painting the fire truck, creating the under the sea mural; relax to live music, watch performance artists paint murals, and feast on the delicious array of seafood and specialty treats from the fine eating establishments of Dania Beach . All while taking in the beauty of Dania Beach and discovering the unique array of artistic talent on display. Artist vendors will showcase and sell their creations. We're certain our selection of fine crafts and mouth-watering food will be sure to please!

Sponsorship of the Dania Beach Arts and Seafood Celebration (A&SC) will provide your company the opportunity to get your message to thousands in a unique and fun atmosphere by gaining recognition and goodwill with the South Florida community. This year's event was a tremendous success and we expect next year's to be even better. By sponsoring this event, you will gain access to many benefits, as described in detail in the next page. Sponsor banners, event booths, promotional materials, inclusion on social media websites, hospitality passes and radio public relations are just some of the many advantages we offer in return for your sponsorship.

> "78% of companies say that participating in festivals is the most conducive environment for experiential sampling and has a significant, measurable impact on consumer sales of their product or service." Quoted from IEG*

Promotions for our sponsors begin immediately upon confirmation of participation. I look forward to following up with you to discuss this exciting Dania Beach event marketing opportunity.

For more information please visit www.daniabeachartsandseafoodcelebrations.com

Contact Kisha Payen at 954-924-6801 ext. 3750, kpayen@ci.dania-beach.fl.us for any questions or concerns.



The Value of Your Sponsorship!

Sponsoring the Dania Beach Arts and Seafood Celebration will benefit your company greatly. Business-to-business marketing, general marketing exposure, community responsibility and employee engagement are just a few. By sponsoring this event, your company will gain massive exposure in front of thousands of guests attending this event. This premiere family event of 2015's Spring season will create an environment where observational/demonstrable marketing is at its best, providing a unique and targeted way to get your message in front of thousands of consumers. Event marketing is a great way to advertise and reach customers, by driving purchases and consideration across age, gender and ethnicity. The 2015 goal is to surpass the performance of the first two years. Attendance for the inaugural year, 2013, was estimated at 8,000 and increased to 20,000 in 2014. Your business MUST be included in this remarkable opportunity!

Highlights of Last Year's Events

Nearly 30,000 people visited Frost Park over the course of two days during the 2nd annual Dania Beach Arts and Seafood Celebration hosted by the Dania Beach Community Redevelopment Agency. Attendance was more than four times the amount from the years before (2013), so we expect this years' to be even greater! Throughout the event, a magnetic energy and intense sense of community could be felt. A lasting impact within the community remained for weeks after the event.

Last year's event also had an enduring impression on social media. Facebook ads for the event had a total reach of 124,290. The Facebook campaign for the 2014 event more than doubled our fans from the 2013 event. More importantly, we were able to reach and promote the event to 256,947 people who live within 25 miles of Dania Beach, reminding them to plan for this exceptional event and sharing exciting news about all of the amazing activities and sponsors that made this event possible. The community response to the event was phenomenal and we used that to share positive sentiments about Dania Beach with their Facebook friends, expanding the impression of Dania Beach. Also, 2014's event commenced and concluded with four press releases that had 239,619 headline impressions, putting Dania Beach in front of over 5,000 media professionals four times during the course of the media blitz surrounding the event!



Sponsorship Benefits	Olive Shel I \$500	Sand Dollar \$1,500	Conch Shell \$2,500	Starfish \$5,000	Nautilus S hell \$10,000
Sponsor board listing at event	Х	Х	X	Х	X
Company banner at event	Х	X	X	Х	Х
10' X 10' event booth to interact with patro ns, distribute coupons, and giveaways, etc.	x	X	X	X	x
Company logo on printed promotional mate rials (event banners, posters, ads, etc.)*		x	X	X	x
Company listing and link on event webpage and all social media websites including Face book	x	x	х	X	x
Number of hospitality passes	2	6	10	20	50
Company recognition from the stage during the event			X	X	x
Recognition in relevant public relations efforts		x	X	X	x
Recognition in relevant print advertising			X	Х	Х
Recognition in radio public relations efforts					X
Event presented by "Your Company"					X

Note: Conch Shell, Starfish and Nautilus sponsors are also acknowledged on the front page of our website <u>first</u>.

Sponsorship Levels

- 1. Nautilus Shell Presenting Sponsorship \$10,000
 - Recognition as the Event presenting sponsor
- 2. Starfish Sponsorship \$5,000
 - Recognition as the title sponsor of the stage
- 3. Conch Shell Sponsorship \$2,500
 - Recognition as the title sponsor of a specific event area
- 4. Sand Dollar Sponsorship \$1,500
 - Recognition on all promotional materials
- 5. Olive Shell Sponsorship \$500
 - Recognition on billboard sign