

# City of Albany

## REQUEST FOR PROPOSALS TO PROVIDE TECHNICAL COORDINATOR SERVICES FOR CITY OF ALBANY SPECIAL EVENTS

**RFP Number 2013-03**  
**March 19, 2013**

### SECTION 1: PURPOSE

- 1.1 The City of Albany, New York hereby requests proposals for technical coordinator services for the City of Albany's special events. Minority Business Enterprises and Women's Business Enterprises are encouraged to apply.

### SECTION 2: RECEIPT OF PROPOSALS:

- 2.1 Three (3) copies of the proposal must be received in a sealed envelope marked "Proposal Enclosed – Technical Coordinator Services – Special Events" no later than Monday, April 8, 2013 at 1:00 p.m. at the following address:

Michelina C. Wojton, Esq.  
Assistant Corporation Counsel  
City Hall, Room 106  
24 Eagle Street  
Albany, New York 12207

- 2.2 The proposal is the document upon which the City of Albany will make its initial judgment regarding the proposer's qualifications, understanding of the City's scope and objectives, methodology, and ability to complete services under the contract.
- 2.3 Those submitting proposals do so entirely at their expense. There is no express or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in any selection interviews.
- 2.4 Submission of any proposal indicates an acceptance of the conditions contained in the RFP unless the submitted proposal clearly and specifically states otherwise.
- 2.5 The City of Albany reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional proposals. The City of Albany reserves the right to award the technical coordinator services work, in whole or in part, to one or more firms or individuals.
- 2.6 Any award of the work contemplated by this Request for Proposals shall be conditioned upon the later execution of a formal written agreement. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of said agreement.

SECTION 3: QUALIFICATIONS OF PROPOSERS:

- 3.1 In the case of a proposal from an individual, provide a statement of qualifications including education, certification, licensure, general experience with applicable laws, rules, regulations, guidelines, and procedures, and specific experience in providing technical coordinator services to a municipality.
- 3.2 In the case of a proposal from a firm, provide a brief history and description of the firm submitting the proposal. Identify the firm's professional staff member(s) who will be assigned to this engagement if the firm's proposal is selected. Provide a statement of qualifications of each of the firm's professional staff members who will be assigned to this engagement including training, certification, licensure, general experience, and specific experience in providing technical coordinator services to a municipality. Provide a signed cover letter from a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm.
- 3.3 Each proposer must provide the names, titles, addresses, and phone numbers of at least three (3) references related to the provision of technical coordinator services to a municipality.
- 3.4 Each proposer may provide any additional information which would serve to distinguish its, his, or her proposal from other proposals.
- 3.5 The City of Albany may make such inquiries it deems necessary to determine the ability of each proposer to perform the services contemplated by this Request for Proposals. Proposers shall promptly furnish all information and data for this purpose as may be subsequently requested by the City of Albany.

SECTION 4: SCOPE OF SERVICES:

- 4.1 The selected proposer will be responsible for providing technical coordinator services at the following City of Albany special events:

City of Albany special events shall include but not be limited to:

Tulip Festival - May 10 – 12, 2013

Memorial Day Parade - May 27, 2013

Alive at Five Concert Series – June 6, 13, 20, 27, July 11, 18, 25, August 1, 8, 2013

Juneteenth Celebration – June 15, 2013

Father's Day Concert – June 16, 2013

September in the City Art Fair – September 4, 11, 18, 25, 2013

Jazz Festival – September 7, 2013

Volunteer Appreciation Party – September 27, 2013

Veterans Day Parade - November 11, 2013

City Hall Tree Lighting - December 5, 2013

Last Run 5K – December 14, 2014

Any press conferences related to the above-referenced events - Dates to be determined.

City of Albany co-sponsored events shall include but not be limited to: Carnival on the Hill - August date TBD; PRIDE Festival June 9, 2013; and Latin Fest - August 24, 2013.

- 4.2 The selected proposer will be responsible for providing the following technical coordinator services:
- Attend all special events listed in Section 4.1 above, and coordinate all technical needs including but not limited to staging, lighting, sound systems and related equipment, set-up/break down of all city-owned or rented technical equipment, and operation of all technical equipment during each special event
  - Coordinate the hiring of additional technical personnel and stagehands (IATSE) when necessary for special events
  - Review technical RFP and bids received
  - Review all contracts and riders for entertainers hired for events
  - Coordinate with hired sound / staging company for technical riders
  - Coordinate with City of Albany Special Events staff for additional city or rental equipment (tables, chairs, tents etc) and electrical requirements as needed on site for events
  - Operation and proper use and care of all special events and press conference related equipment owned by the City of Albany or rented for any special events, including hydraulic stage, staging, lighting, audio, audio-visual, tents, podiums, tables, tools, vehicles
  - Coordinate pyrotechnic activities for special events including site acquisition, insurance and details with the producer
  - Attend and participate in 1 to 3 staff meetings prior to each event (as determined by the City of Albany Director of Special Events)
  - Coordinate contracts with NYS and owners of private parking lots needed for use for event parking
  - Perform related work as required
- 4.3 Provide technical coordinator services at approximately seventy-five (75) press conferences (PC) per year. Press conferences shall be directed by the Mayor's Office or the Commissioner of General Services upon twenty-four (24) hours advance notice. The selected proposer will be responsible for:
- Transport of or coordination of transport of sound system and podium to PC site
  - Set up and breakdown of all city owned or rented sound and/or technical equipment at PC site
  - Operation of all sound equipment at PC

## SECTION 5: CONTRACT

- 5.1 The selected proposer(s) will be required to execute a contract with the City of Albany. The contract period for the services contemplated by this RFP shall commence on or about April 15, 2013 and

terminate on December 31, 2013. The City further reserves the right to terminate the contract at any time, with or without cause, upon fifteen (15) days written notice.

**SECTION 6: COST PROPOSAL:**

- 6.1 Provide the total not to exceed weekly fee for providing all the services set forth in Section 4 above, including any out of pocket expenses.
- 6.2 A guarantee must be provided that no additional fees will be charged to the City without the prior express written consent of the City.

**SECTION 7: PROPOSAL EVALUATION:**

- 7.1 Proposals shall remain valid until the execution of the agreement by the City of Albany.
- 7.2 Proposals shall be examined and evaluated to determine whether said proposals meet the requirements of this RFP. The contract will be awarded based on the following criteria:
  - Demonstrated experience, capabilities, and professional qualifications.
  - Completeness of the proposal.
  - Total proposed cost.
- 7.3 The selection of a proposal will not be based solely on a cost evaluation. There will also be an evaluation of the proposer's understanding of the work required and approach to this engagement with considerable weight being given to experience in the areas required and proposer's track record.

**SECTION 8: ALTERNATIVES:**

- 8.1 Each proposer may include in its proposal items which are not specified in this RFP but considered to be pertinent by the proposer. All such alternatives shall be listed separately from the proposal and the cost thereof shall be separate and itemized.

**SECTION 9: INDEMNIFICATION:**

- 9.1 The selected proposer shall defend, indemnify and save harmless the City, its employees and agents, from and against all claims, damages, losses, and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

**SECTION 10: SPECIFICATION CLARIFICATION:**

- 10.1 All inquiries with respect to this Request for Proposals shall be directed to the City of Albany as follows:

Michelina C. Wojton, Assistant Corporation Counsel  
Law Department  
24 Eagle Street, Room 106  
Albany, New York 12207

- 10.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual(s) referenced in Section 10.1 above. Replies will be issued by Addenda mailed or delivered to the party that submitted the inquiry/inquiries and will be posted on the City's website at <http://www.albanyny.org/home.aspx>. Questions received less than four (4) business days prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

#### SECTION 11: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 11.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 11.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal and the proposal security will be returned. Thereafter, that proposer will be disqualified from submitting further proposals on the work.

#### SECTION 12: INSURANCE AND SECURITY REQUIREMENTS:

- 12.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage, which must be issued by an insurer which is licensed to do business in the State of New York and which has an A.M. Best rating of not less than "A":
- (a) Workers' Compensation and Employer's Liability Insurance: A policy or policies providing protection for the proposer's employees, if any, in the event of job-related injuries, to statutory limits.
  - (b) General Liability Insurance: A policy or policies of comprehensive general liability insurance with limits of not less than \$1,000,000.
  - (c) Professional Liability Insurance: A policy or policies of professional liability insurance with limits of not less than \$1,000,000.
- 12.2 Each policy of insurance required shall be in form and content satisfactory to the City of Albany Corporation Counsel, and shall provide that:
- (a) The City of Albany is named as additional insured on a primary and non-contributing basis for the purposes of this engagement.
  - (b) The policy shall not be changed or canceled until the expiration of forty-five (45) days after written notice to the City of Albany and shall be automatically renewed upon expiration and continued in force unless the City of Albany is given (45) days written notice to the contrary.
- 12.3 No work shall be commenced under the contract until the selected proposer has delivered to the Corporation Counsel or his/her designee proof of issuance of all policies of insurance required by this RFP. If at any time any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver, and maintain such insurance as

above provided, the agreement may, at the election of the City, be forthwith declared suspended, discontinued, or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the agreement, nor shall the insurance requirements be construed to conflict with the obligations of the selected proposer concerning indemnification.

**SECTION 13: NON-COLLUSIVE PROPOSAL CERTIFICATE AND ACKNOWLEDGMENT:**

- 13.1 Each proposer shall complete and submit with its proposal the “Non-Collusive Proposal Certificate” and the “Acknowledgment” found on the two (2) pages which follow this page.

**NON-COLLUSIVE PROPOSAL CERTIFICATE  
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name and title)

\_\_\_\_\_  
(name of firm)

**ACKNOWLEDGMENT BY PROPOSER**

If Individual or Individuals:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared \_\_\_\_\_ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Corporation:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared \_\_\_\_\_ to me known, who, being by me sworn, did say that he resides at (give address) \_\_\_\_\_; that he is the (give title) \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_

If Partnership:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally came \_\_\_\_\_, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of \_\_\_\_\_ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Qualified in \_\_\_\_\_  
Commission Expires \_\_\_\_\_