

## **REQUEST FOR PROPOSALS FOR:**

### **Production of *Party in the Park* concert series**

**Issued: October 6, 2022  
Proposals to be received by Noon  
on November 7, 2022**



**City of Rochester, NY  
Malik D. Evans, Mayor  
Rochester City Council**

**City of Rochester  
Bureau of Communications  
& Special Events**

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**Barbara Pierce  
Director of Communications & Special Events**

**Office of Special Events  
30 Church Street, Room 203A  
Rochester, New York 14614**

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## **ATTACHMENTS**

<i>Exhibit A:</i>	<i>Draft Agreement for Professional Services</i>
<i>Exhibit B:</i>	<i>Budget &amp; Revenue Share Proposal – To be completed and returned</i>
<i>Exhibit C:</i>	<i>Draft CoR - M/WBE Form A (Utilization Plan) – To be completed and returned</i>
<i>Exhibit D:</i>	<i>Draft CoR - Workforce Staffing Plan Form – To be completed and returned</i>

# 1.0 GENERAL INFORMATION

## EVENT TITLE AND LOCATION

**Title:** Production of Party in the Park concert series

**Location:** Dr. Martin Luther King, Jr. Park, 353 Court Street, Rochester, 14607

For an electronic version of this RFP, please go to the following web site:

<http://www.cityofrochester.gov/bidandrfp/>

## RFP TIMETABLE\*

It is anticipated that the contract will be awarded in January 2023 based on the following schedule:

○ RFP Issued	October 6, 2022
○ Questions/Requests for Clarifications Due	October 14, 2022 - by noon
○ Response to Questions/Clarifications Issued	October 21, 2022
○ <b><u>Proposals Due</u></b>	<b><u>November 7, 2022 – by noon</u></b>
○ Promoter Selection & Award Notification	November 14, 2022
○ City Council Authorization	December 20, 2022
○ Contract execution	January 2023

\*The dates shown above may be subject to change within the City of Rochester's sole discretion and upon written notification as set forth herein.

A Professional Services Agreement resulting from this RFP shall commence on the agreement start date for a term that shall exist for a term of 3 years with the option of 2, one-year renewals, based upon mutual agreement between promoter and City.

## **SUBMISSION DELIVERY INFORMATION**

One (1) electronic proposal via email to Kara Osipovitch, [kara.osipovitch@cityofrochester.gov](mailto:kara.osipovitch@cityofrochester.gov) no later than **November 7, 2022 at 12 p.m.**

## **COMMUNICATIONS**

All communications by parties who have indicated an intent to submit or have submitted a proposal in response to this RFP ("Respondents"), including any questions or requests for clarifications, submission of the proposal, requests for status updates about the proposal selection process and any other inquiries whatsoever concerning this RFP shall be sent, in writing, to the following City staff person:

Kara Osipovitch  
[kara.osipovitch@cityofrochester.gov](mailto:kara.osipovitch@cityofrochester.gov)

No contact is permitted with any other City staff member with regard to this RFP during the RFP process unless specifically authorized in writing. Prohibited contact may be grounds for disqualification.

To ensure that all Respondents have a clear understanding of the scope and requirements of this RFP, the City will respond to all timely questions submitted via e-mail to the City Contact by the question deadline stated above. Questions and the responding answers will be sent via e-mail to all Respondents who have provided an e-mail address to the city contact and will be posted on the City's web page for this RFP. The City's failure to make a timely response or provide responses to any questions shall not delay or invalidate the City's right to make a decision to award an agreement pursuant to this RFP.

The City will make every reasonable effort to keep Respondents informed about the RFP process. Notifications about timeline date changes, amendments to the RFP and other information about the RFP will be sent by e-mail to Respondents who have provided an e-mail address to the city contact and will be posted on the City's website for this RFP. The City's failure to provide such information shall not delay or invalidate the City's right to make a decision to award an agreement pursuant to this RFP.

## **PRE-PROPOSAL MEETING / QUESTIONS / REQUESTS FOR CLARIFICATION**

A pre-proposal meeting will not be conducted for this Event. Please direct questions or requests for clarification to Kara Osipovitch at [kara.osipovitch@cityofrochester.gov](mailto:kara.osipovitch@cityofrochester.gov) no later than **October 14, 2022 at 12:00 P.M.** The City's response to all queries will be provided to all parties who request to be informed.

## **EVENT BUDGET**

The fee for the promoter for production of the Party in the Park series is **\$145,000 annually**. This figure is inclusive of all Promoter fees. Please pay close attention to the promoter's responsibilities in the subsequent sections. The Event is locally funded by the City of Rochester.

## **GENERAL**

- 1) The City reserves the right to amend or withdraw this RFP in the City's sole discretion, including any timeframes herein, upon notification of all Respondents as set forth above, and in such case, the City shall have no liability for any costs incurred by any Respondent.
- 2) The City may request additional information from any Respondent to assist the City in making its evaluation.
- 3) The proposal and all materials submitted with the proposal shall become property of the City and will be subject to NYS Freedom of Information Law. If any proprietary information is submitted with the proposal, it must be clearly identified and a request to keep such information confidential must be submitted.
- 4) The selection of a Promoter is within the City's sole discretion and no reasons for rejection or acceptance of a proposal are required to be given. Although costs are an important consideration, the decision will be based on qualifications and compliance with the requirements of this RFP and not solely on cost. The City reserves the right to reject any or all proposals or to accept a proposal that does not conform to the terms set forth herein. The City further reserves the right to waive or modify minor irregularities in the proposals and negotiate with Promoters to serve the City's best interest.
- 5) Questions must be submitted via e-mail to the Event contact listed above. All questions and City responses will be shared with all who have indicated intent to submit a proposal and have provided an e-mail address.

## 2.0 EVENT OVERVIEW

### EVENT BACKGROUND

The City of Rochester, through the Bureau of Communications and Special Events, is seeking a Promoter for its 25-year old Party in the Park concert series.

About Party in the Park:

- 1) Party in the Park is a City of Rochester-owned music series that has been providing entertainment in Downtown Rochester for 25 years.
- 2) The promoter will produce the event, keeping in mind City of Rochester branding and standards. As such, the City must be properly recognized both in any communications and on-site at the event.
- 3) The promoter will be the City's representative on-site.
- 4) The promoter and any staff or associated companies should always be respectful of the City's ownership of the event.
- 5) At the request of the City, the promoter will make vendor space available for City promotion of other programs or initiatives.
- 6) Though sites have changed over the years, the series currently resides at Dr. Martin Luther King, Jr. Park, 353 Court Street.
- 7) The series has been 9 consecutive weeks on Thursdays in the summer.
- 8) Court Street, from Chestnut Street to the traffic circle, is closed each Thursday morning for stage setup. The vendor has access to the street, park, and lodge in the park all day.
- 9) The event begins at 5:30 and ends promptly at 10 p.m. The entire event must be broken down by 11 p.m. each Thursday night.
- 10) Admission is \$7; kids 12 and under are free. The City retains the ticket revenue.
- 11) In recent years, the promoter has offered a V.I.P. section for an upgraded ticket price. After the \$7 is remitted to City, Promoter may retain the other portion of the VIP ticket revenue.
- 12) The main stage features opening bands and the headliner. It is up to the promoter how to program the night, but live music should play from 5:30-10 p.m.
- 13) The event features music, food, and alcoholic and non-alcoholic beverages for sale. The event may also feature other vending categories. The Promoter provides the City with a portion of these sales.
- 14) It is important to keep the event family-friendly. The City has partnered with MVP Health Care to provide a Family Zone with activities for kids like chalk, hula-hoops, soccer games, and more. Promoters are encouraged/welcomed to supplement this area with other offerings that may work for the site.
- 15) The event is rain or shine. There will be no indoor location. Cancellations due to rain will be agreed upon by the promoter and the City by 7 a.m. day of event.
- 16) Only other City-owned events may be cross-promoted at Party in the Park.
- 17) Regarding marijuana and CBD companies at City events: as of this time, the City is waiting for state regulations which will govern legal marijuana dispensaries. Once those are in place, the City will offer additional guidance. Under no circumstances will businesses operating without a legal NYS license be permitted to advertise, give samples or sell their product.
- 18) The chart below summarizes details from the last 5 years of the series.

<b>Year</b>	<b>Season's Paid Attendance</b>	<b>Average Attendance per Show</b>	<b>G/A Ticket - City's Portion</b>	<b>VIP Ticket - Promoter's Portion</b>	<b>Food and Beverage Revenue - City's Portion</b>	<b>Headliners</b>	<b>Number of Weeks in Series</b>
<b>2018</b>	34,398	3,822	\$7	-	\$54,745	Turkuaz, Anders Osborne, Get the Led Out, Pigeons Playing Ping Pong, Giant Panda GDS, G-Love & Special Sauce, The Wailers, Devon Allmon, Almost Queen	9
<b>2019</b>	26,780	2,975	\$7	\$35	\$54,010	ZBTB, Toots & The Maytals, Start Making Sence, Twiddle, Lettuce, Almost Queen, WAR, Aqueous, Galactic	9
<b>2020</b>	-	-	-	-	-	-	0 (Covid)
<b>2021</b>	22,322	2,480	\$7	\$35	\$39,052	Pigeons Playing Ping Pong, Dark Side of the Moon, Southside Johnny, The Nude Party, Almost Queen, Danielle Ponder, Root Shock/ Third World, Erik Krasno/ Larkin Poe, Zac Brown Tribute Band	9
<b>2022</b>	17,737	1,970	\$7	\$25	\$31,994	Zac Brown Tribute Band, Sammy Rae & Friends, Classic Stones Live, Yonder Mountain String Band, X Ambassadors, Melvin Seals and JGB, Almost Queen, Friends of the Brothers, Seven Wonders	9 (Free admission on 6/23 show, no attendance figures, skewing overall attendance lower)

## **EVENT GOALS**

The City understands the music industry's rising costs of talent and labor associated with the production of concert series. To that end, the City has changed two things:

- 1) Increased the annual promoter fee to produce Party in the Park from \$120,000 to \$145,000.
- 2) Decreased the number of weeks in the series from 9 to 6; series must begin the Thursday after the July 4 holiday week.

With these adjustments, the City expects that higher quality talent can be secured, thereby increasing overall attendance and subsequently ticket and food and beverage revenue. The City expects a promoter who shares the following goals:

- 1) Series attendance to average 23,000-25,000 a year.
- 2) The City's share of the Promoter's food, beverage, and vendor revenue to average \$50,000 a year.

### 3.0 SCOPE OF SERVICES

The Promoter will enter into an agreement with the City of Rochester for the following professional services tasks that may include, at a minimum, the following:

**All proposals must either meet or exceed the requirements contained herein.**

#### **PROMOTER EXPENSES AND RESPONSIBILITIES**

The Promoter shall cover the procurement and costs of the following expenses and responsibilities:

##### **1) Talent Procurement and Management**

- Promoter shall be responsible for and provide booking and contracting for national, regional and local talent for the main stage (once final approval has been given by the City for each act).
- The City seeks talent which will attract a diverse audience.
- Promoter shall provide a production manager to oversee talent on site from talent arrival to departure, hospitality food and drink, accommodations, and transportation as negotiated with talent.
- Headline talent booked at Party in the Park shall NOT play at other venues in the city of Rochester the two weeks preceding the Party in the Park performance, or the same night as the Party in the Park performance.
- Optional: In the past, local bands have also played on the “bowl stage” in breaks between acts on the main stage. It is a nice way to have music playing at all times and has given attendees something to listen to while getting food. This is optional and if a promoter chooses this, they’d be responsible for sound for those acts.

##### **2) Weekly Site Coordination and Management.** Promoter shall work with City staff for all site coordination and logistics management to provide a well-produced concert series.

Promoter shall arrange for, and be financially responsible for:

- Stage management and talent management;
- Event security services (a NYS Department of State-licensed firm with a watch guard, private investigator, or proprietary type of security license- all firms are subject to approval by RPD);
- Notification of residents and businesses in the area, and management of any series-related issues arising from neighbors. This effort shall include a pre-series hard copy mailer & email;
- Weekly site set up including barricades, signage, vendors, and more;
- Weekly clean up services during event and directly after;
- All on-site series signage, and hanging and removal of all City-provided signage (i.e. sponsor signage, other City events etc.);
- On site food and beverage management;
- Provision of any tables and tents as required or requested;
- On site sponsor and any other vendor management;
- Prompt end to music at 10 p.m.;
- Total setup of site (no vehicles on site, no setup equipment, etc.) and all vendors open by 5 p.m.;

- Total tear down of site and full cleanup by 11 p.m.

### **3) Weekly Food and Beverage Vendor Management**

- Promoter shall provide and manage food and beverage vending services for sales at the concert site during for the Party in the Park Series, and secure all necessary permits, including Monroe County Dept. of Health permits for food and beverage sales, City licensing for food vendors, NYS Alcoholic Beverage Control Board permits, for such sales. Food and beverage vending must be approved by the City.
  - Food:
    - Promoter shall hire sufficient food vendors each week and feature a variety of offerings for attendees.
  - Alcohol:
    - Promoter shall obtain required permits from the New York State Liquor Authority (NYSLA) to serve beer, wine, and cider each week.
    - Promoter may offer spirits, but only in a separate, VIP section of the event that is pre-ticketed. Promoter is responsible for obtaining any NYSLA permit for that.
    - Promoters shall hire TIPS-trained serving staff.

### **4) Other Vending Management**

- Other vending categories may be allowed at the site, upon written approval by the City of Rochester. Promoter would be responsible for managing all “other” approved vendors.

### **5) Website, Social Pages, Marketing and Graphic Design**

- Promoter is responsible for all graphic design related to the event, including but not limited to digital needs, banners, signage, fliers, etc. Promoter must include required City branding on each promotional piece created. City must approve all designs ahead of time.
- Promoter is responsible for marketing of the event. City will assist in up to \$10,000 of advertising buys each season.
- Promoter must create and maintain an active website and social pages for the event on Facebook, Instagram, and Twitter.

### **6) Sponsorship Solicitation and Support**

- Promoter may seek sponsors to supplement City support.
- Promoter shall coordinate with the City on a plan for sponsorship development, solicitation, and support. Promoter shall not make contact with any possible sponsors without written approval from the City. After sponsorships are secured, Promoter shall assure delivery of sponsor benefits and recognition (details of this will be settled in the contract).
- The City has long-standing relationships with CGI Communications and MVP Health Care as partners in the event. The City is not actively seeking other sponsors. The promoter is free to seek title and other level sponsors, but the title sponsorship cannot be sold for less than \$10,000.

- To avoid potential industry conflicts, sponsors currently or most recently engaged at Party in the Park are below. Promoters may propose new leads, category concepts, levels, in their proposals.
  - CGI Communications (stage sponsor- \$10,000)- pending confirmation for 2023, shall have first right of refusal;
  - MVP Health Care (family zone sponsor-\$8,500)- pending confirmation for 2023, shall have first right of refusal;
  - Banner sponsors (multiple banner spaces in the bowl; \$250 a week);
  - iHeart radio (in-kind radio spots, on-site promotions, on-stage MCs) pending confirmation for 2023, shall have first right of refusal;
  - WHEC 10 (in-kind tv spots, on-stage MCs)- pending confirmation for 2023 shall have first right of refusal;
- 7) Other Promoter Responsibilities: With submission of a proposal, Promoter acknowledges an awareness and acceptance of certain expectations that will be included in a resulting agreement. They include, but are not limited to:
  - Approval and Timeline for Booking Talent
    - Promoter must obtain written approval of each act from the City before booking
    - Promoter must have all talent booked by May 1 of each year. Promoter must provide the City with a copy of an executed contract with each week's talent.
  - Weekly reporting
    - Promoter shall turn in a report, on a City-provided template, by the Wednesday following the concert. The report will detail food and beverage revenue totals and split breakdowns, crowd size, weather conditions, any weekly issues with site, crowd, security, or talent.
  - Cooperation with the City's ticketing vendor and stage contractors.
    - Because the City assists the Promoter by providing ticket-taking and sound/staging services, the selected Promoter must be willing to utilize/work effectively with them and their partners both in planning phases and on-site.

### **PROMOTER'S REVENUE SOURCES**

- 1) Portion of food, beverage, and vending revenue.
- 2) Portion of sponsorship solicited by promoter.
- 3) VIP Ticket (if applicable).

### **CITY OF ROCHESTER EXPENSES AND RESPONSIBILITIES**

The City of Rochester shall cover the procurement and costs of the following production expenses:

- 1) Park rental fees
- 2) Lodge rental fees
- 3) Sound, lights, generator for main stage
- 4) Main stage
- 5) Ticketing services: online ticketing platform, ticket taking and cash handling staff at two gates
- 6) On site permanent power, approximately 400 amps and on-site electrician during event
- 7) Rochester Police Department traffic control for closure of Court Street, and pedestrian assistance services at the intersections of Court and Chestnut Streets and Chestnut and Manhattan Square Drive
- 8) Rochester Fire Department on-site inspection
- 9) Printing of posters, fliers, and the major sidewalk banner on Chestnut St.
- 10) A portion of marketing/advertising. Promoter should coordinate and supplement.
- 11) Portajohns and servicing
- 12) Barricades, fencing
- 13) Cardboard refuse containers, dumpster, and weekly disposal of dumpster

### **CITY OF ROCHESTER REVENUE SOURCES**

- 1) General Admission Ticket (currently \$7).
- 2) Portion of food, beverage, and vending revenue.
- 3) Portion of sponsorship solicited by promoter.
- 4) Sponsorship solicited by the City.

## 4.0 PROPOSAL REQUIREMENTS

### **OVERVIEW**

Each proposal shall be signed by an individual authorized to enter into and execute contracts on the Respondent's behalf. Unless otherwise specified in its proposal, Respondent represents that it is capable of meeting or exceeding all requirements specified in this RFP.

Submission of the proposal shall be deemed authorization for the City to contact Respondent's references. Evaluation of the proposal will be conducted by the City based on information provided in the Respondent's proposal and on such other available information that the City determines to be relevant. The evaluation of proposals may include an on-site assessment, meetings with authorized personnel, and may involve the use of a third-party Promoter.

The Respondent selected by the City will be required to enter into a Professional Services Agreement (PSA) with the City. An example of such an agreement is provided in **Exhibit A**. The establishment of a PSA is contingent upon approval by City Council for all Agreements in excess of \$10,000 and upon the availability of funds for such an agreement. Unless otherwise stated in the proposal, the Respondent's response to this RFP shall be deemed its acceptance of the terms of this PSA. (Note: Attention is directed to the City's Living Wage requirements, MWBE goals, and minority workforce goals).

Respondents shall provide sufficient information in their written proposals to enable the City review team to make a recommendation to the Mayor. The City reserves the right to invite any or all Respondents to an interview to discuss their proposal. Any expenses resulting from such an interview will be the sole responsibility of the Respondent. The City is under no obligation to select any of the Respondents, or to execute a Professional Services Agreement described herein. The City may amend or withdraw the RFP at any time, within its sole discretion. The City shall have no liability for any costs incurred in preparing a proposal or responding to the City's requests with respect to the proposal.

### **PROPOSAL EVALUATION CRITERIA**

Proposals must be succinct and all pages must be numbered.

Promoter selection will be based on a rating of Promoter proposals.

Proposers should understand that the City's MWBE Utilization and Workforce Goals apply to and will be incorporated into any agreement resulting from proposals submitted for this RFP. *Please note that all Promoters shall submit as part of the proposal a workforce utilization plan regardless of percentage or whether goals are met.* Refer to Section 5.0 City Provisions for details.

**The Proposal (with Transmittal letter) shall address the following at a minimum and shall follow the order laid out below:**

**Event Proposal (50% score)**

- 1) Event Understanding and Approach: A demonstration that the Promoter understands the proposed Event and its various tasks shall be included along with a detailed description of the Promoter's proposed unique approach. This portion of the proposal should communicate a complete in-depth understanding and approach for all services to be provided. This portion should communicate the team's knowledge and experience with City special events in general.
- 2) Event at a Glance: Give us an idea of what *your* Party in the Park will look and feel like. Provide an example of a fully programmed Thursday: opening acts, headliner, food vendors, any other on-site activities you would feature.
- 3) Site Map & Experience: Provide a draft site plan of how you would set up a Party in the Park. You may include mocked up images to demonstrate your ideas and plans.

**Event Budget & Revenue Share Proposal (25%)**

- 1) Budget & Revenue Share Proposal: Complete the included spreadsheet, **EXHIBIT B**.

**Event Team Details (25% score)**

- 1) Team Qualifications: A description of the team, the number of staff, its philosophy on public event production, and number of years it has been in business producing major public events. Include the team's understanding of what producing an event on behalf of the City means and how they will represent & protect the City's brand while doing so.
- 2) Team Organization: Makeup of the team dedicated to Party in the Park, including promoter's staff who will be working on the event both in planning and on-site, and any other entities hired by the promoter, including security, cleanup and (if not done by promoter in-house) graphics, marketing and promotional vendor. Identify key Event team members by name and specific responsibilities on the Event. This section should showcase, as applicable, team member's relevant experience.
- 3) City presence: Information about the Promoter's presence in the City of Rochester, including office location(s), number of employees, and related information. Also, any collaborative relationships with City-based entities that will be part of the event team.
- 4) Relevant Promoter and sub-entities Experience, Recent Clients, & Relevant Events for this type of work: Include at least three (3) recent (within past 10 years) events for that the Promoter has produced. If hired by a client, list associated client contact information. The list should include the specific name and date of the previous events, details on the events including duration, offerings, attendance, sponsors, and levels of sponsorships.

5) Demonstrated Financial Capacity

The City of Rochester requires that all Promoters present evidence of financial standing. Include financial history of the company covering the last three years (promoter may include additional years if desired). Attach the most recent copy of your latest financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principals. Also include the following information: current balance sheet, statement of revenues and expenses, statement of cash flows, and appropriate notes to these documents. 501(c)(3) organizations must submit their most recent Form 990. Note: The City requires that all Promoters, at the time of entrance into agreements with the City, present information that includes insurance certificate(s) that prove both professional and general liability, liquor liability, and Worker's Compensation coverage. The certificates must list the City of Rochester as an additional insured.

6) MWBE and Workforce Goals: The Respondents shall provide the following statements:

- a. Whether or not the Respondent is a New York State certified Minority & Women's Business Enterprise (MWBE). Refer to Section 5.0 City Provisions for City preferences.
- b. Whether or not the Respondent will use New York State certified MWBE sub-Promoters and what percentage of the total contract amount will be performed by said MWBE subcontractors.
- c. The total percentage of the Event team workforce that will be utilized to perform the work of this contract who will be either Minority (M) or Women (W), including both the Respondent's workforce and that of any subcontractors who will be utilized. (Note – The Respondent's workforce percentages shall be provided for the entire Event team.)

7) MWBE Form A (MWBE Utilization Plan): This form shall be submitted as part of the proposal regardless of percentages or whether the goals are met. The draft form can be found in **Exhibit C** of this RFP and shall be completed with the anticipated percentage of total contract column filled out and shall be included in an appendix in the Respondent's proposal.

8) Professional Promoter Services Workforce Staffing Plan Form: This form must be submitted for all Promoters within the Event team and in addition a single form which combines all personnel onto a single form. These draft forms can be found in **Exhibit D** of this RFP and shall be included in an appendix in the Respondent's proposal.

## 5.0 CITY PROVISIONS

### **LIVING WAGE REQUIREMENTS**

Rochester City Council adopted the Rochester Living Wage Ordinance (8A-18), effective July 1, 2001, which requires covered employers who are awarded City service contracts of \$50,000 or more to pay a Living Wage, as defined in the Ordinance, to their employees who perform work under the contract. As set for the in 8A-18D (1) of the Ordinance, if the total amount of the proposal is \$50,000 or more during the period of one year, a written commitment to pay all covered employees a Living Wage and a list of the job titles and wages levels of all covered employees in each of the years for which this agreement is sought shall be submitted with the proposal. A copy of the ordinance can be found through the web link at:

<http://www.cityofrochester.gov/index.cfm?id=571>

### **LOCAL PREFERENCE**

Pursuant to City Council Resolution No. 91-25, the City shall, when awarding professional services agreements, give preference to organizations located within the City of Rochester. The use of local individuals or companies as subcontractors is also encouraged. Non-local firms may wish to consider partnerships or other collaborative arrangements with local firms as a strategy to address this criterion.

Firms (primary Promoters) who respond directly to this proposal and are located within the City of Rochester limits will be awarded an additional 10% weighting as part of the evaluation process.

<b>Responding Company</b>	<b>Weight Awarded</b>
Firms (primary Promoters) who respond directly to this proposal and are located within the City of Rochester	10%

### **MWBE AND WORKFORCE GOALS (for Professional Services Agreements)**

The City of Rochester desires to encourage minority and women owned (MWBE) businesses to participate in opportunities to enter into PSAs with the City and to encourage minorities and women in the workforce. Pursuant to Ordinance No. 2018-54, the City has a goal that 30% of the aggregate annual contract awards for professional service contracts over \$10,000 be awarded to minorities (M) and women (W). The MWBE utilization goal for this contract is 15% M and 15% W. The City has also established minority workforce goals of 20% M and 6.9% W for professional services consulting contracts. For more information please see <http://www.cityofrochester.gov/mwbe>.

Respondents shall be awarded MWBE bonus weighting as follows:

- 1) The City will give preference to Promoters who are New York State certified MWBEs. Promoters who meet this requirement shall receive **an additional weighting of 10%.**

- 2) The City will give preference to Promoters who utilize state certified MWBE sub-consultants with bona fide offices and operations in the Empire State Development Finger Lakes Region, which includes the following counties: Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates. State-certified MWBEs from outside the Region may be counted if there are insufficient businesses in the Region to perform the specialized work or consulting services required. If one or more MWBE subcontractors will perform 10% to 20% of the work of the contract – measured as either a percent of the total contract amount or as a percent of the total full-time-equivalent labor hours budgeted for this Event, the Promoter shall receive **an additional weighting of 5%**. If MWBE sub-Promoters will perform more than 20% of the work of the contract, the Promoter shall receive an **additional weighting of 10%**. **(Note – if the Respondent is a New York State certified MWBE, they will not receive bonus weighting points by stating that they are self-fulfilling this requirement.)**
- 3) Respondents shall provide sufficient documentation with their proposal to support the additional preference weighting as an MWBE Promoter or for use of MWBE sub-Promoters. If one or more MWBE sub-Promoters are proposed, they must be named and the size of the subcontract identified. If selected, the Respondent shall submit an MWBE Utilization Plan on the City’s form for approval by the MWBE Officer. Once approved, the Utilization Plan shall be incorporated into the PSA.
- If the total amount of a PSA is increased by 5% or more at any time during the term of the PSA, the Promoter shall submit a revised MWBE Utilization Plan for approval by the MWBE Officer. The MWBE Officer may also issue a revised MWBE Utilization Plan for unforeseen changes in the availability of MWBE sub-Promoters during the term of the PSA.
- 4) The City will give preference to Promoters who meet or exceed the City’s workforce goals, which are: 20% M and 6.9% W. Promoters who demonstrate that the Event team workforce that will be utilized to perform the work of this contract, including both the Respondent’s workforce and that of any subcontractors who will be utilized, that meets or exceeds these goals shall receive an **additional weighting of 10%**. (Note – The final workforce percentages shall be provided for the entire Event team.) If selected, the Respondent shall submit a final Workforce Staffing Plan on the City’s Form for review by the MWBE Officer. Once reviewed, the Workforce Staffing Plan shall be incorporated into the PSA. The calculated percentages of workforce utilization shall be based on actual hours worked and billed over the term of the Event. The final determination of the workforce goals accomplished during the contract shall be based on hours reported in the workforce utilization reports.
- 5) If selected, the Respondent shall provide a MWBE utilization and sub-Promoter/supplier payment certification and/or workforce utilization reports on the City’s forms. These reports shall be submitted with each invoice or as otherwise requested by the MWBE Officer.
- 6) A failure to submit the required sub-Promoter/supplier payment certification and/or workforce utilization reports shall constitute a default in the performance of the Agreement subject to potential termination for default by the City. In addition, if the selected Respondent fails to meet the most recent MWBE Utilization Plan and/or Workforce Staffing Plan, for which additional weight was awarded by the end of the PSA, such failure may result in disqualification from award of future contracts with the City.

7) Summary of additional evaluation weighting points for MWBE and Workforce Goals:

Category of Additional Evaluation Points	Additional Weight Awarded
Respondent is New York State Certified MWBE	10%
Utilize MWBE Sub-Promoters for 10-20% of work	5%
Utilize MWBE Sub-Promoters for more than 20% of work	10%
Meet or exceed workforce goals of 20% M and 6.9% W	10%

**MWBE AND WORKFORCE REPORTING (for Professional Services Agreements)**

The **selected Promoter** will be required to submit a workforce utilization staffing plan for meeting the workforce goals, and an MWBE utilization plan, on forms designated by the City under Professional Service Agreement. The Promoter may be required to file City provided forms quarterly, or as otherwise required by the City, to verify that MWBE goals and minority workforce goals for a specified task or Event are achieved. Examples of all forms are on the City's web site at: <http://www.cityofrochester.gov/mwbe/>

**OTHER CRITERIA**

Other criteria may be considered and evaluated by the City if it is determined to be in the best interest of the City and the success of the Event to do so.