



Town of Cornelius

P.O. Box 399
21445 Catawba Avenue
Cornelius, NC 28031

TROY FITZSIMMONS
PARKS & RECREATION DIRECTOR
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(704) 892-6031, EXT 163

REQUEST FOR PROPOSALS

RFP NUMBER:	RFP-21-001
RFP NAME:	SPECIAL EVENT MANAGEMENT SERVICES: OUTDOOR MOVIE SERIES
DEPARTMENT:	PARKS & RECREATION
DUE DATE & TIME:	Tuesday, December 7, 2021, 2:00 P.M.

PART I: GENERAL NOTICES

I. Standards

1. This Request for Proposals is issued seeking submissions for the service indicated according to North Carolina General Statute 160A. All proposals are subject to the following conditions and all applicable federal and state laws.
2. The Parks & Recreation Director reserves the right to amend and/or cancel the Request for Proposals prior to the time and date of the proposal openings.
3. Notice is hereby given that the Town of Cornelius reserves the right to reject any and all proposals received.
4. In the case of ambiguity or lack of clarity, the Town reserves the right to determine the Best Proposal or to reject same or to waive irregularities and technicalities.

II. Proposal

A. Submissions

1. Proposals must be received in a sealed envelope with all the required information listed below and submitted by the due date and time to be deemed "responsive".
2. These words must show on the front of the submittal envelope, or they will be rejected.
RFP-21-001-SPECIAL EVENT MANAGEMENT SERVICES – DECEMBER 7, 2021 – 2:00 P.M.
– OFFEROR’S NAME – CITY – STATE
3. One complete copy of the proposal and any other requested documentation must be submitted with the proposal.
4. Proposals received later than the due date and time will be rejected.
5. Amendments to or withdrawals of proposals received after the time and date set for proposal opening will not be considered.
6. All proposals must be valid for a minimum of **90 days** after proposal opening, unless otherwise stated on the Proposal Sheet by the individual Offeror or the Town of Cornelius.

III. Opening and Evaluation

1. All Offerors, their representative or interested parties are invited to the proposal openings at the Town of Cornelius at Town Hall, 21445 Catawba Avenue, Room 204, on December 7, 2021; 2:00 p.m.
2. After the proposal openings, each proposal will be thoroughly evaluated by an evaluation committee.

IV. Additional Notices

1. Any equipment supplied to the Town of Cornelius or utilized by the Offeror must comply with all requirements and standards as specified by the federal government's Occupational Safety and Health Act of 1971. Items not meeting OSHA specifications will be refused.
2. All applicable state sales tax charged to the Town of Cornelius shall be at the current rate at the time of the project. Offerors doing business with the Town agree to report the gross sales tax charged to the Town of Cornelius.

PART II: GUIDELINES AND PROCEDURE

V. Proposal Guidelines

A. General Proposal Requirements

1. Offeror will submit a proposal for the project indicated in this RFP and Scope of Work/Services to meet the minimum requirements identified.
2. Failure to adhere to any requirement or to meet any deadline set forth in this RFP may result in summary rejection of the Proposal by the Parks & Recreation Director.
3. Offerors will fully inform themselves on conditions, requirements, and specifications before submitting their proposal.
4. The Parks & Recreation Director and staff will review all submissions and remove any that are non-conforming or non-responsive to the RFP.
5. An Evaluation Committee will review all qualified submissions. At the Evaluation Committee's sole discretion, a limited number of Offerors may be offered the opportunity to present their proposals to the committee.
6. Based on evaluation information presented in the proposals, any supplemental information requested, and interviews (if conducted), a finalist whose proposal best suits the needs of the Town will be selected for Parks & Recreation Commission and Town Board approval.
7. Upon approval, the Town will then enter into negotiations regarding a Contract and other related agreements.
8. Proposal documents must provide a straightforward, concise delineation of capabilities proposed. Completeness and clarity of content must be emphasized.
9. All signatures on proposals, amendments, or related correspondence must be by persons who are authorized to contractually bind the Offeror.
10. The Town shall be the sole judge of Offerors' qualifications and reserves the right to verify all information submitted by the Offerors. The proposal selected will be that proposal which is judged to be the most beneficial to the Town.
11. The Town may make such investigation as deemed necessary to determine the ability of an Offeror to furnish services, and the Offeror will furnish to the Town all information and data for this purpose as the Town may request.
12. The Town reserves the right to reject a proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Town that such Offeror is properly qualified to carry out the obligations of the Contract.

13. Questions shall be directed in writing to the Parks & Recreation Director via email, with a copy to the Recreation Superintendent at the following addresses:

Parks & Recreation Director:

Troy Fitzsimmons

P.O. Box 399

Cornelius, NC 28031

Email: tfitzsimmons@cornelius.org

Recreation Superintendent:

Chad Cauble

P.O. Box 399

Cornelius, NC 28031

Email: ccauble@cornelius.org

All questions will be addressed by the Parks & Recreation Director via Addendum to this RFP. Questions submitted after the deadline provided below in the "Summary of Anticipated Schedule" will not be addressed.

B. Proposal Contents and Format

1. To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Legibility, clarity, and completeness are essential. **All proposals must be on 8.5x11" paper and unbound for ease of scanning.**
2. The Offeror must provide the required information both as to itself and any other subcontractor which the Offeror intends to assign material responsibilities under any such agreement.
3. **Format and Organization of Proposal Materials**
 - a) Offeror shall submit one (1) original proposal to include all required documents, specifications, and information requested in this RFP document. Proposals shall not exceed twenty (20) pages in length.
 - b) **General Information about Firm.**
 - i. **Cover Letter** that includes the Offeror's name and address, telephone number, web address, name of contact person, and email address, and that demonstrates the Offeror's understanding of the work to be accomplished and briefly outlines the Offeror's strengths in providing the required services.
 - ii. **Written Assurance (Non-collusion Statement)** written on Offeror's company letterhead that no member, officer, or employee of the Offeror or its designees or agent, or public official exercising any functions or responsibilities with respect to the proposed services have any personal financial interest, direct or indirect, in any contract, subcontract or proceeds thereof, for work to be performed in connection with the proposed project.
 - c) **Firm's Experience and Past Period of Performance**
 - i. Proposals for consideration for this project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed services.
 - ii. Provide a profile of your organization and describe its legal structure, principal officers, and organizational structure.
 - iii. Provide up to three letters of reference.
 - d) **Approach to Scope of Services**

Offeror will include in their approach to completing the work elements described in the Statement of Work section of this RFP. The Scope of Services will address each task in the Statement of Work, listed numerically to correspond with the RFP.
 - e) **Other Required Documents**

Offerors must include a Certificate of Insurance, IRS Form W-9, Cost Proposal Form, and Addendum Acknowledgement Form.

VI. Evaluation Procedure

1. The Town reserves the right to revise this schedule at its sole option.
2. In the event an addendum to this RFP is issued, all solicitation terms and conditions will remain in effect unless specifically changed by the addendum.
3. Summary of Anticipated Schedule

	Action:	Location:	Date and Time:
1.	Issue RFP		11/05/21
2.	Pre-Proposal meeting * Mandatory*	Cornelius Town Hall Room 204	11/15/21, 1:00 pm
3.	Deadline to Submit Written Questions		11/22/21, 5:00 pm
4.	Response to Questions via Addendum		11/30/21
5.	Submission of Proposal and Public Openings	Cornelius Town Hall Room 204	12/07/21, 2:00 pm
6.	Complete Evaluation		12/14/21
7.	Interviews (if necessary)	Cornelius Town Hall	12/17/21
8.	Review with Town Manager and Town Attorney		12/21/21
9.	Recommendation of Award to Parks & Recreation Commission	Cornelius Town Hall	01/06/22
10.	Recommendation of Award to Town Board	Cornelius Town Hall	01/18/22
10.	Notice of Award		01/19/22
12.	Contract Negotiations/Executed		01/25/22

4. The Evaluation Committee will evaluate all responsive proposals and may conduct interviews with Offerors applying for selection. The Evaluation Committee will consider all criteria in performing a comprehensive evaluation of each proposal, appropriately rank proposals, and collectively determine rankings for all proposals. If any proposal receives a majority of first place votes, that proposal will represent the best value for the Town and will be recommended for award of the contract.

PART III: SCOPE OF WORK / SPECIFICATIONS

VII. General

A. Town’s Intent

The Town of Cornelius, North Carolina is seeking proposals from an experienced qualified EVENT MANAGEMENT SERVICES PROVIDER to assess, plan, organize, and execute an annual movie series at various outdoor public venues including both Town facilities and/or Mecklenburg County Parks within the Town of Cornelius, NC. In exchange for the services offered in the proposed contract, the Town will provide facility space free of charge for the agreed-to movie dates and times including appropriate movie showing area, restroom access and nearby power for equipment if available. The selected EVENT MANAGEMENT SERVICES PROVIDER will submit their proposal indicating the requested fee for service and/or revenue share for the movie series.

An Offeror wishing to submit a proposal on this RFP must demonstrate the experience and qualifications necessary to provide turnkey event management services as identified within this RFP, to include but not be limited to event planning, organization, and production as well as personnel to coordinate setup, event supervision, breakdown, clean up, and visitor assistance for the referenced events. An exceptional event management agency is critical for a successful, professional, and fun event.

B. Background

1. The Town of Cornelius Parks & Recreation Department’s annual Outdoor Movie Series typically consists of four (4) movie events scheduled to take place between May and

September. Movie events have historically been non-ticketed (free-of-charge to the public) and scheduled on Saturday evenings in May, June, August, and September. On occasion, movie events may take place on Fridays and/or in the month of October. Additionally, movies are rescheduled in the event of cancellation due to weather or other unforeseen conditions when practical.

2. For each event, movie start times typically begin at dusk with pre-movie activities beginning when “gates open,” or approximately one (1) to two (2) hours before dusk in accordance with seasonal sunset times.
3. The curfew for movie events is 11:00 p.m., and seasonal sunset times plus movie run times shall be considered to ensure that events conclude on time. Breakdown and clean-up may extend beyond 11:00 p.m. depending upon the facility and subject to Parks & Recreation Department approval.
4. The August movie event is part of a larger program called Back-to-School Bash (BTSB), with an end of summer theme. BTSB has pre-movie activities such as food trucks, family-oriented games, arts and crafts, movie themed characters in costume, vendors, and the Cornelius Police Department back-to-school supplies drive.
5. The remaining three movies typically include food truck concessions, craft beer available for purchase (via local brewery), family-oriented yard games, interactive activities, and/or other events suitable for citizens of all ages.
6. All four (4) events have traditionally been offered free of charge.
7. All movies have been family-friendly and suitable for public presentation. Movie selections typically consisted of those rated G, PG, or PG-13.
8. The Town of Cornelius's movie series is meant to offer a safe and fun outdoor movie viewing opportunity for Cornelius residents while showcasing many of the Town’s beautiful parks. Movies are offered across town to spread out locations geographically and offer very convenient locations for residents. Typically, movies are offered at Robbins, Smithville, and Legion Parks, Town Hall, and Ramsey Creek Park (County), though locations are subject to change depending on park schedules or other factors.
9. The Town desires to provide its movie series more cost efficiently, increase attendance, and improve the Cornelius Parks & Recreation brand.

I. **Statement of Work**

A. General

The following outlines the scope of work included in RFP 21-001 for the Event Management Services that will strategically provide an elevated core event for the Town of Cornelius.

1. **Task 1: Evaluate and create a design to elevate the movie series.**

- a) Based on evaluation results, create an elevated event design that brings a refreshed experience to attract a broader audience.
- b) Define the logistics of an elevated experience that is meant to represent the projected growth, excitement, community connection, and direction of the Town.

2. **Task 2: Outline all event logistics with a timeline.**

- a) Themes as agreed upon with the Town.
- b) Develop a safety/security plan for each event and venue to adequately be able to respond to an emergency.
- c) Secure appropriately licensed and/or permitted food and beverage vendors. Beverage vendors can include beer and/or wine vendors if appropriately permitted through the North Carolina Alcoholic Beverage Control System.

- d) Secure licenses from authorized licensing companies to legally show movies to a public audience.
- e) Develop and implement a comprehensive marketing plan to drive customer demand for each movie event.
- f) Setup, including tenting, furnishings, tables, chairs, signing, movie sound and video system, movie screen, power cords, and other items as needed in conjunction with the specific event.
- g) Oversee and implement load-in and load-out of all temporary structures/tenting, facilities, equipment, and supplies.
- h) Development, execution, oversight run-of-show and rundown.
- i) Manage all aspects of entertainment and program onsite and serve as principal contact with the venue.
- j) Break down after event with removal of all equipment and supplies and disposal of all event-generated trash.
- k) Repair and restore any damage to any movie site facilities and report incidences to the Town.
- l) All aspects of event production and contract negotiations.
- m) Site suggestions and design.
- n) Monitor of vendors and sponsorship programs.
- o) Budget updates as directed by Parks & Recreation Director or his designee.
- p) Perform background checks (registered sex offender and criminal) on all employees and volunteers.
- q) Train and supervise all employees and volunteers.
- r) Respond to service requests.
- s) All mailings (sponsor packages, follow-up letters, thank-you notes, website information, and emails drafts).
- t) Manage all event committee communications including agendas, meeting requests, and review/approval of event materials.
- u) Value added of working with the sponsorships to maximize underwriting.
- v) Support of in-kind donations.
- w) Post-event summary report detailing event attendance, participant satisfaction, assessment on program including thoughts for improvement, and detailed financial report including all revenues and expenses.

3. Task 3: Proposal and Budget Recommendations

- a) Prepare a cost proposal with a budget outline for the entire movie series.
- b) Audience target plan and anticipated capture ratio.
- c) Video, still picture, and/or drone footage of similar event services by the provider.

4. Additional Goals

- a) Increase sponsorship opportunities to reduce or eliminate costs to Town.
- b) Provide a revenue share to the Town for any net proceeds from the movie series.
- c) Promote the movie series to Cornelius citizens and the broader Lake Norman region.

B. Insurance

1. Mandatory Insurance Requirements

- a) The Contractor agrees to provide and maintain at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the Town and evidence of such programs satisfactory to the Town shall be delivered to the Town on or before the effective date of this contract. Such evidence shall specifically identify this

contract and shall list the Town as an additional insured. Commercial General Liability: Bodily injury and property damage liability as shall protect Contractor and the Town, and any members performing work under this Agreement from claims of bodily injury or property damage which arise from operations under this Agreement whether such operations are performed by Contractor, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than ONE MILLION DOLLARS (\$1,000,000) bodily injury each occurrence/aggregate and ONE MILLION DOLLARS (\$1,000,000) property damage each occurrence/aggregate or ONE MILLION DOLLARS (\$1,000,000) bodily injury and property damage combined single limits each occurrence/aggregate. Liquor Liability Insurance if alcohol is served at any movie event of not less than ONE MILLION DOLLARS (\$1,000,000).

- b) To the extent permitted by law, Contractor, its representatives, participants, volunteers, or anyone associated with its program, shall indemnify and hold harmless the Town, its agents, officials, employees, successors and assigns from and against all losses, costs, damages, liability and expense, settlement costs, professional fees, or any other expenses including attorney's fees, arising from any accident or occurrence resulting in bodily injury, including death, sickness, disability, or disease to any person or resulting in any property damage or destruction arising from any action of any kind associated with, or arising out of connection with the use of the Town facilities, or out of this agreement and/or performance thereunder, by Contractor or representatives, participants, spectators, volunteers, or agents of the user groups. Contractor further agrees to investigate, handle, respond to, provide defense for and defend incidents at its own expense, while agreeing to bear all costs and expenses related thereto. Contractor's duty to indemnify the Town, its agents, officials, employees, successors, and assigns shall survive the expiration or other termination of this agreement.

C. Force Majeure Clause

The performance of the Agreement by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

D. Working Conditions

In the performance of the Agreement, the Offeror shall adopt working conditions and other employment policies which comply with current applicable Federal or State laws.

1. It shall be the responsibility of the Offeror to comply with all the provisions applicable to the Occupation Safety and Health Act as enforced by the U.S. Department of Labor and to require all employees to comply with this law and all regulatory State or local laws affecting job safety.
2. Equal Opportunity Compliance
 - a) Discrimination/Harassment Policy
 - i. The Town is committed to maintaining a positive and respectful environment for all program participants and spectators. In accordance with the terms and

conditions of the Town's Programs, Activities and Services Discrimination-Harassment Policy, events, activities, and services offered by Contractor will be made available to all members of the public without regard to age, sex, race, color, creed, religion, sexual orientation, political affiliation, or national origin.

3. Failure to comply with the provisions of this Agreement will result in the termination of this Agreement.

II. General Conditions for Proposal

A. Contract Term

The duration of the contract will be for one (1) year from the date signed. Further, this contract may be renewed, expanded, and extended by mutual agreement in annual increments for a renewal period of one (1) year for up to four (4) renewals, provided that the funds for subject contract are available and approved annually by the Town Board and that the Offeror has established a satisfactory record of performance.

B. Offeror's Relationship to the Town

1. Subcontracting

Offeror may subcontract services to be performed hereunder with the prior approval of the Town, which shall not unreasonably withhold approval. No such approval will be construed as making the Town party of, or to, such subcontract, nor shall approval be construed as subjecting the Town to liability of any kind to any Sub-Contractor.

2. Upon thirty (30) calendar days' written notice to the Offeror, the Town may without cause and without prejudice to any other right or remedy, terminate the Contract for the Town's convenience whenever the Town determines that such termination is in the best interest of the Town and so state that the contract is being terminated for the convenience of the Town under the termination clause and the extent of termination. The Offeror shall discontinue all work on the appointed last day of service.

COST PROPOSAL FORM
RFP-21-001



SPECIAL EVENT MANAGEMENT SERVICES: OUTDOOR MOVIE SERIES

The price shall be required to be firm for the contract period. Offerors must complete the following form. This form and any other document submitted which pertains to cost or pricing, must be enclosed in the sealed envelope. Points will be awarded separately for the cost proposal portion.

OFFEROR NAME: _____

Category Service	Notes	
Proposed Town Fee	Lump sum fee	\$ _____
Proposed Revenue Share to Town (if revenue exceeds expenses)	Lump sum OR % of net proceeds	\$ _____ OR _____ %

ADDENDUM ACKNOWLEDGEMENT FORM



<i>RFP#:</i>	RFP-21-001
<i>NAME:</i>	SPECIAL EVENT MANAGEMENT SERVICES: OUTDOOR MOVIE SERIES
<i>DEPARTMENT:</i>	PARKS AND RECREATION
<i>DATE OF OPENING:</i>	TUESDAY, DECEMBER 7, 2021
<i>TIME OF RFP OPENING:</i>	2:00 P.M.

The Addendum Acknowledgement Form must be in the sealed envelope with the Offeror’s proposal.

OFFEROR ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS:

ADDENDUM NUMBER: _____ **Date:** _____

ADDENDUM NUMBER: _____ **Date:** _____

Proposal must remain valid **90 days** after proposal opening unless otherwise stated herein.

The undersigned, doing business in the Town of Cornelius, North Carolina, submits herewith, in conformity with the instructions, conditions and specifications for the above listed proposal:

Offeror Company Name:	Signed by:
Mailing Address / City / State / Zip:	Printed Name: