

MONROE COUNTY REQUEST FOR PROPOSALS [RFP]

**On Behalf of
Lilac Festival Incorporated
for
Production of the Lilac Festival**

Release Date: October 26, 2012

Response Deadline: November 26, 2012



Maggie Brooks
County Executive

Monroe County
Office of Purchasing &
Central Services
39 West Main Street – Room 200
Rochester, NY 14614
monroecounty.gov

NO RESPONSE FORM

If you choose not to respond to this Request for Proposals, please fax this form back to MONROE COUNTY at your earliest convenience, to the attention of:

Walter Webert
Monroe County Office of Purchasing & Central Services
200 County Office Building
Rochester, NY 14614
Fax (585) 753-1104

RFP _____ Production of the Lilac Festival
Company: _____
Address: _____

Contact: _____
Contact Phone: _____
Email: _____

Reason for No-Response: _____
Project capacity. _____
Cannot bid competitively. _____
Cannot meet delivery requirements. _____
Cannot meet specifications. _____
Do not want to do business with Monroe County. _____
*Other: _____

Suggested changes to RFP _____
Specifications for next _____
Request for Proposals. _____

*Other reasons for not responding might include insufficient time to respond, do not offer product or service, specifications too stringent, scope of work too small or large, unable to meet insurance requirements, cannot meet delivery or schedule requirements, etc

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SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County (“the County”) is soliciting proposals, on behalf of Lilac Festival Incorporated (“LFI”), for the production of the 2013 Lilac Festival (“the Festival”). Prospective Respondents must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in this Request for Proposals (“RFP”).

In responding to this RFP, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing LFI comparable data submitted by other Respondents and, thus, be assured of fair and objective treatment in the LFI review and evaluation process.

Pending final approval from the Lilac Festival Incorporated Board of Directors, LFI’s objective is to enter into a one-year agreement with the option to renew for four (4) additional one-year terms.

1.2 RFP Coordinator; Issuing Office

This RFP is issued by the County for LFI. The RFP Coordinator, identified below, is the sole point of contact regarding this RFP from the date of distribution until the selection of the successful Respondent.

Walter Webert
Monroe County Purchasing and Central Services
39 West Main Street
Room 200
Rochester, New York 14614
Fax: (585) 753- 1104
Email: WWebert@monroecounty.gov

Only those Respondents who have registered and received a copy of this RFP via the County website at www.monroecounty.gov/bid/rfps will receive addenda, if issued.

1.3 Presentation and Clarification of the County's Intentions

As a result of this RFP, LFI intends to enter into a contract with the selected Respondent to supply the services described in Section 2. However, this intent does not commit LFI or the County to award a contract to any responding Respondent, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. LFI reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of LFI to do so; (b) award one or more contracts to one or more qualified Respondents if necessary to achieve the objectives of this RFP if it is in the best interest of LFI to do so.

1.4 Time Line

The schedule of events for this RFP is anticipated to proceed as follows:

- ◆ This RFP will be distributed on Friday, October 26, 2012.
- ◆ All requests for RFP clarification must be submitted in writing to the RFP Coordinator at the email address provided in Section 1 and received no later than 3:00 PM EST on Friday, November 2, 2012.
- ◆ All questions will be answered and documented in writing as an Addendum to the RFP, and posted on the County web site. These will be sent out to all Respondents who received the original RFP on or before Friday, November 9, 2012.
- ◆ Final RFP submissions must be received by 3:00 PM EST on Monday, November 26, 2012 at the address shown in Section 3.1. The right to withdraw will expire on this date and time.

1.5 An Overview of the Organization

Lilac Festival Incorporated (“LFI”) was formed as a not-for-profit corporation in 1991 for the purpose of producing the Lilac Festival in Highland Park. Its Board of Directors includes one representative each from Monroe County, the City of Rochester, and the Greater Rochester Visitors Association, Inc. Net proceeds for the operation of the Lilac Festival are dedicated to improvements in Highland Park.

SECTION 2 – DETAILED SCOPE OF WORK

2.1 Definitions

List definitions of terms used in the proposal, if necessary.

2.2 Detailed Scope of Work

Highland Park is located in Rochester, New York and is now an integral part of Monroe County's 21-Park System. Highland Park was designed by Frederick Law Olmsted, the "Father of American Landscape Architecture." The first lilacs, just 20 varieties in all, were planted in 1892, shortly after the park's opening. A few years later, in 1898, the first "lilac festival" of sorts began, informally and spontaneously, when about 3,000 people gathered on a Sunday in May to stroll amongst the lilacs in Highland Park. Now, 114-years later, the Lilac Festival is widely regarded as our community's "signature event." It was estimated that our present day Lilac Festival drew over 400,000 visitors in 2012 over a 10-day period, from near and far, to celebrate the largest and finest collection of lilacs in the world, which now number over 500 varieties and 1,200 bushes.

LFI seeks a qualified contractor to produce a safe, family-friendly festival during the month of May, which will encourage a renewed community celebration of Highland Park's historic and famous collection of Lilacs.

PLEASE TAKE NOTE: Unless otherwise noted, the contractor is responsible for raising all revenue and paying for all expenses associated with the Festival. LFI will not consider payment of a promoter or contractor fee.

The contractor's proposal MUST include and provide for the following elements:

1. Planning pre-festival meetings and post-festival reviews to solicit input, resolve issues and promote interaction with festival neighbors, Monroe County, City of Rochester, public safety agencies, and additional community stakeholders.
2. A plan and staffing for complete festival set-up and take-down;
3. A complete security and safety plan, including appropriate staffing resources for implementation;
4. A complete parking and visitor transportation plan, inclusive of shuttles during peak attendance. Please note the following exception: At its sole discretion, Monroe County will exercise its exclusive right to manage and operate all on-site parking at Highland Park, and retain all associated revenue;
5. A full marketing and promotion plan for the Festival and its associated attractions and shows.
6. Educational and engaging activities for families with children of all ages.
7. A range of live performances and entertainment options, which appeal to a widespread and diverse community of attendees, while also attracting new visitors and families to the Festival;
8. Affordable and unique food and beverage options for all who attend the Festival;
9. Exclusivity of festival vendors;
10. Sponsorship opportunities for local businesses and corporations;

11. Staging peripheral events designed to rally festival partners, community organizations, neighbors and local professionals, including networking opportunities;
12. Assuring vendor compliance with all regulations, including health, safety, fire, and alcohol. Insuring that necessary permits are obtained and displayed, if required;
13. Oversight of all Festival finances and keeping of accurate records for all financial exchanges.

PLEASE TAKE NOTE: Alcoholic beverages offered for legal sale to age appropriate festival attendees are limited to beer, or other malt beverages, and wine. If beer or another malt beverage is offered for sale at the festival, at least one low-alcohol or “near beer” (less than 0.5% alcohol by volume) malt beverage product must also be available at each point of sale AND at least one beer product produced locally, within the nine-county Finger Lakes region, as defined by the New York State Department of Labor, which includes Monroe, Genesee, Livingston, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates, must be available at each point of sale and identified as a local product.

If wine is offered for sale at the festival, at least one wine produced locally, within the nine-county Finger Lakes region, as defined by the New York State Department of Labor, which includes Monroe, Genesee, Livingston, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates, must be available at each point of sale and identified as a local product.

Carbonated beverages offered for sale at the festival are limited to “name brand” products with distributors operating locally, within the nine-county Finger Lakes region, as defined by the New York State Department of Labor, which includes Monroe, Genesee, Livingston, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates. If carbonated beverages are offered for sale at the festival, at least one low calorie or “diet” carbonated beverage product must also be available at each point of sale.

Proposals MAY also include and provide for the following, which are current elements of the festival:

1. Production and marketing of an annual commemorative poster, pin and t-shirt;
2. A retail operation for officially licensed Festival merchandise;
3. Production of a community parade;
4. 5K/10K races;
5. Organization of arts & craft shows, which take place on Festival weekends;
6. Production of a pageant for the Lilac Queen Scholarship.

Proposals MAY also include and provide for fresh, innovative and unique elements, which enhance the Festival’s community appeal.

Proposals SHOULD also anticipate that the Festival’s two municipal sponsors (County of Monroe and City of Rochester) will continue to face budgetary pressures, for the foreseeable future. In recognition of this reality, proposals should minimize reliance on publicly funded services and provide for their reimbursement on an equitable basis.

A recent survey revealed:

- More people attended the Lilac Festival than any other festival in the Greater Rochester Area;
- Weather, crowds, parking, and a need for diversity of festival offerings have become increasingly important in retaining audiences year-to-year or to new people attending all together;
- Younger respondents and those with families would like more diverse food options, more arts & crafts vendors, and more entertainment options... while feeling that there have been too many “other” sellers at this festival.

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Respondent's Proposal(s)

- A. Acceptance Period and Location:** To be considered, Respondents must submit a complete response to this RFP. Respondents not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.

Sealed proposals must be received at the address below on or before 3:00 p.m. Eastern Standard Time, on Monday, November 26, 2012.

Walter Webert
 Monroe County Purchasing and Central Services
 39 West Main Street
 Room 200
 Rochester, New York 14614

Email address: WWebert@monroecounty.gov

Refer to Section 3 for further detail regarding response formats and requirements. There will be no public opening of the proposals.

- B. Withdrawal Notification:** Respondents receiving this RFP who do not wish to submit a proposal should reply with the "No Response Form" [page 2 of this RFP] to be received by the indicated contact on the form no later than the proposal submission date. This RFP is the property of the County and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the Monroe County Attorney.
- C. Required copies:** Respondents must submit one (1) signed original Proposal and nine (9) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as “Proposal for Production of the Lilac Festival.”** The Respondent must also respond electronically in addition to submitting hardcopies of its proposal as provided above. The Respondent will make no other distribution of proposals. An official authorized to bind the Respondent to its provisions must sign the Proposal.

- D. **Pricing Period:** For this RFP, the proposal must remain valid for a minimum of 120 days past the due date for receipt of RFPs.
- E. **Economy of Preparation:** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.** All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Respondent complies" or "Respondent understands" should be avoided.

3.2 Response Date

To be considered, sealed proposals must arrive on or before the location, time and date specified in Section 3.1.A. **Requests for extension of the submission date will not be granted.** Respondents mailing proposals should allow ample delivery time to assure timely receipt of their proposals

3.3 Clarification of RFP and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing or via email** pursuant to the instructions in Section 1 of this RFP. Questions and answers will be provided to all Respondents who have received RFPs and must be acknowledged in the RFP response. No contact will be allowed between the Respondent and any other member of the County with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP Coordinator. Prohibited contact may be grounds for Respondent disqualification.

3.4 Addenda to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all Respondents that received the original RFP. **An acknowledgment of such addenda, if any, must be submitted with the RFP response. Applicants will only receive notices of addenda by downloading the original RFP document via the Monroe County website at www.monroecounty.gov.**

3.5 Organization of Proposal

This section outlines the information that must be included in your proposal. Please respond with your information in the same order as the items in the section.

- A. **Transmittal Letter.** Each response to the RFP should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Respondent to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the Respondent's contact person.

B. Table of Contents. Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.

C. Company Information. Provide information related to your company and any companies you are proposing to use as sub-contractors. Specifically address the following:

1. Year the company was organized.
2. Identification of company ownership.
3. Demonstrated financial capability to produce an event of this scope. Include financial history of the company covering the last three years. 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.
4. Functions and location of your nearest regional office to Monroe County.
5. Anticipated growth of your organization including expansion of the client base and acquisitions.
6. Any conflicts of interest that may affect LFI's potential selection of, or entering into an agreement with, your organization, i.e.: Your organization currently holds an agreement with LFI, the County, the City of Rochester or the Greater Rochester Visitors Association, Inc. for other services; A relative of any employee of the Respondent is a member of the selection committee, etc.

D. Experience. Provide information that clearly demonstrates your organization's prior experience and background (both business and technical) in engagements similar to this festival. This section must include:

1. Qualifications of the contractor to produce an event of this scope;
2. A list of all public and private sector clients in the State of New York, the dates of engagement for each client. Include the following information for each client:
 - a. Name and address of the client; Approximate annual budget (if publicly available); Name and telephone number of contact person; Details of event(s), including but not limited to dates of each event, location, attendance, and number and type of vendors involved.

- b. Résumés for the key personnel to be involved in providing services to LFI;
- c. References from current and previous clients, subcontractors (tents, security, sound, lighting, staging, etc.), event neighbors (individuals and organizations), public safety agencies and public officials.

E. Respondent's proposal. Respondent must submit a detailed Project Narrative and Work Plan that describes:

- 1) Its expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed;
- 2) How its proposed services and proposed work plan will meet the tasks and deliverables as described in Section 2 of this Request for Proposals;
- 3) Proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.

F. Event Budget. Respondents must detail the proposed methods and sources of raising revenue, as well as anticipated expenses for the production of the Festival, as described in Section 2.2 of this RFP.

G. Insurance Certificates. Each Respondent must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described in Section 4.13 of this RFP.

H. Exceptions to General Information for the Respondent. For all exceptions to Section 4, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the General Information for the Respondent," the section number of any requirement to which an exception is being taken and an explanation of their position.

I. Certification. Proposals should include a letter from an authorized corporate officer certifying the accuracy of the information provided and guaranteeing the proposed prices.

3.6 Method of Evaluation

A. Evaluation Committee: Individuals selected by LFI will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP and make a recommendation for award.

B. Evaluation and Selection Criteria: All properly prepared and submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Respondent with whom a contract may be signed. Responses to this RFP will be evaluated according to criteria that LFI deems pertinent to these services, which may include, but may not be limited to, the following:

- ◆ Proposed Revenue, Including Sources
- ◆ Proposed Fees
- ◆ Proposed Proceeds to LFI
- ◆ Understanding of the Project
- ◆ Degree of Relevant Experience
- ◆ Technical Competence
- ◆ References
- ◆ Capacity and Availability to Perform the Services
- ◆ Local Office
- ◆ Other pertinent criteria

C. Contract Approval Process: Respondents must be aware that any contract resulting from this request for proposals is subject to prior approval by LFI. LFI anticipates awarding this contract on or about December 21, 2012.

3.7 Oral Presentation

Respondents who submit a proposal may also be required to make an oral presentation of their proposal to LFI. These presentations will provide an opportunity for the Respondent to clarify their proposal to ensure a thorough mutual understanding. At the same time, LFI is under no obligation to offer any Respondent the opportunity to make such a presentation.

3.8 Investigations

LFI and/or the County reserves the right to conduct any investigations necessary to verify information submitted by the Respondent and/or to determine the Respondent's capability to fulfill the terms and conditions of the RFP contract document. LFI and/or the County reserves the right to visit a prospective Respondent's place of business to verify the existence of the company and the management capabilities required to administer this agreement. LFI and/or the County will not consider Respondents that are in bankruptcy or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract.

SECTION 4 - GENERAL INFORMATION FOR THE RESPONDENT

4.1 Reservation of Rights

LFI reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Respondent proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of LFI. LFI is not committed, by virtue of this RFP, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of LFI. If it is in its best interest to do so, LFI reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Respondents. The Respondent selected will be chosen on the basis of greatest benefit to LFI as determined by an evaluation committee.
- B. Negotiate contracts with the selected Respondents.
- C. Award a contract to more than one Respondent.

4.2 Contract Negotiation

Negotiations may be undertaken with those Respondents whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFP. The contract that may be entered into will be the most advantageous to LFI, revenue and other factors considered. LFI reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of LFI.

4.3 Acceptance of Proposal Content

The contents of the proposal of the successful Respondent may become contractual obligations, should a contract ensue. Failure of a Respondent to accept these obligations may result in cancellation of the award. The awarded respondent will be required to provide LFI with a *Word* version of its final proposal.

4.4 Prime Responsibilities

The selected Respondent will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected Respondent will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, LFI shall approve all subcontractors and will consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.5 Property Rights

For purposes of this RFP and for the contract, the term “Work” is defined as all data, records, files, information, work products, discs or tapes developed, produced or generated in connection with the services to be provided by the Respondent. LFI and the Respondent intend the contract to be a contract for services and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Respondent to be a work made for hire. In submitting a proposal in response to this RFP, the Respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of LFI.

The Respondent and the Respondent’s employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of LFI. Any property or Work not specifically included in the Contract as property of the Respondent shall constitute property of LFI.

In addition to compliance with the right to audit provisions of the contract, the Respondent must deliver to LFI, no later than the twenty-four (24) hours after receipt of LFI’s written request for same; all completed, or partially completed, Work and any and all documentation or other products and results of the services under such contract. The Respondent’s failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of LFI, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of LFI.

The Respondent will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of LFI.

4.6 Contract Payment

Actual terms of payment will be the result of agreements reached between LFI and the Respondent selected.

4.7 News Release

News releases pertaining to this RFP or the services to which it relates will not be made without prior approval by LFI.

4.8 Notification of Respondent Selection

All Respondents who submit proposals in response to this RFP will be notified by the RFP Coordinator of acceptance or rejection of their proposal.

4.9 Independent Price Determination

- A. By submission of a proposal, the Respondent certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:
- (1) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, with any other Respondent or competitor for the purpose of restricting competition; and
 - (2) No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- B. Each person signing the proposal certifies that:
- (1) They are the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal and they have not participated and will not participate in any action contrary to A (1) and (2) above; or
 - (2) They are not the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to A (1) and (2) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to A (1) and (2) above.
- C. A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify A (1) and (2) above.

4.10 Incurring Costs

Neither LFI nor the County is liable for any costs incurred by Respondent prior to the effective date of the contract.

4.11 Material Submitted

All right, title and interest in the material submitted by the Respondent as part of a proposal shall vest in LFI upon submission of the Respondent's proposal to LFI without any obligation or liability by LFI to the Respondent. LFI has the right to use any or all ideas presented by a Respondent.

LFI reserves the right to ownership, without limitation, of all proposals submitted. However, because Monroe County could be required to disclose

proposals under the New York Freedom of Information Law (Public Officers Law §§ 84 – 90), Monroe County will, to the extent permitted by law, seek to protect the Respondent's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law § 87, Monroe County will deny public access to Respondent's proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Respondent's competitive position, provided the Respondent identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Respondent's competitive position.

4.12 Indemnification

The Respondent shall defend, indemnify and save harmless LFI, the County, the City of Rochester the Greater Rochester Visitors Association, Inc., their officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against LFI, the County, the City of Rochester and the Greater Rochester Visitors Association, Inc. which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Respondent, its agents or employees, the provision of any products by the Respondent, its agents or employees, arising from any act, omission or negligence of the Respondent, its agents or employees, or arising from any breach or default by the Respondent, its agents or employees under the Agreement resulting from this RFP. Nothing herein is intended to relieve LFI, the County, the City of Rochester and the Greater Rochester Visitors Association, Inc. from its own negligence or misfeasance or to assume any such liability for LFI, the County, the City of Rochester and the Greater Rochester Visitors Association, Inc. by the Respondent.

4.13 Insurance Requirements

The Respondent shall procure and maintain at their own expense until final completion of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Respondent or by their subcontractors.

The successful Respondent shall furnish to LFI, the City of Rochester and the County a certificate or certificates of insurance in a form satisfactory to LFI legal counsel, the City of Rochester Corporation Counsel and the Monroe County Attorney showing compliance with all insurance requirements set forth in the contract for services, that certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to LFI, the City of Rochester and the County. Except for Workers' Compensation Insurance, no insurance required herein shall contain

any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

- A. **WORKERS' COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Respondent in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by them or by their subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Workers' Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.

- B. **LIABILITY AND PROPERTY DAMAGE INSURANCE** issued to the Respondent naming Lilac Festival Incorporated, the City of Rochester and Monroe County as an additional insured, and covering liability with respect to all work performed by him under the Contract. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence and \$3,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included:
 - Comprehensive Form
 - Premises-Operations
 - Products/Completed Operations
 - Contractual Insurance covering the Hold Harmless Provision
 - Broad Form Property Damage
 - Independent Respondents
 - Personal Injury

- C. **CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE** issued to the Respondent and covering the liability for damages imposed by law upon the said Respondent for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the Contract.

- D. **PROFESSIONAL LIABILITY INSURANCE** covering errors and omissions of the Respondent with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate coverage.

- E. **MOTOR VEHICLE INSURANCE** issued to the Respondent and covering liability and property damage on the Respondent's vehicles in the amount of \$1,000,000 per occurrence.

4.14 Proposal Certification

The Respondent must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any

costs not identified and subsequently incurred by LFI must be borne by the Respondent. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Respondent.