



REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

**TALENT BUYER SERVICES FOR THE CITY OF
YUCAIPA SPECIAL EVENTS**

DUE DATE:

AUGUST 14, 2017

BY 2:00 p.m.

REQUEST FOR TALENT BUYING SERVICES SOQ

1. INTRODUCTION

1.1. PURPOSE

The City of Yucaipa, hereinafter referred to as the “City,” is requesting a Statement of Qualifications (SOQ) from interested and qualified service providers, hereinafter referred to as “Talent Buyer” to provide talent buying services to procure entertainment for Special Events. If you are interested in participating and being considered for this important service, please review the information included in this request for SOQ.

The selected Talent Buyer, an independent contractor, shall solely and exclusively provide the following: a list of highly qualified artists, pricing for all artists requested by the City, the securing of talent for special events as directed by the City and attendance at committee and City Council meetings, as necessary.

1.2 BACKGROUND

The City was incorporated in 1989 and is located 75 miles east of Los Angeles nestled in the foothills of the San Bernardino Mountains. The City, which encompasses approximately 26 square miles, has a current population of approximately 54,000.

The City of Yucaipa and collaborating partners host a variety of special events throughout the year offering the community a chance to connect and share memorable experiences. City events and festivals are typically located in the Historic Uptown District. The Historic Uptown District is a pedestrian oriented environment which makes it the perfect area to host festivals and community activities.

The City is committed to providing quality entertainment at every special event. There are three main events hosted per year and each main event is typically planned with the assistance of a committee that consists of community service groups and other volunteer community members. The annual Music and Arts Festival celebrates the history and culture of the region while offering well rounded entertainment and activities for all ages. This event unites music and art while drawing a crowd of over 20,000. Past performers include: Three Dog Night, Berlin featuring Terri Nunn, Starship featuring Mickey Thomas and Fuel/Candlebox. Autumnfest celebrates the fall harvest season while promoting family and local involvement. Winterfest celebrates the holiday season and typically includes the Tree Lighting Ceremony in Historic Uptown Yucaipa. Entertainment is the key to all events hosted by the City.

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2. STATEMENT OF QUALIFICATIONS CONDITIONS

2.1 STATEMENT TIMELINE

Request for SOQ release date	July 25, 2017
Deadline for submission of SOQ	August 14, 2017 (2:00 p.m.)
Tentative contract award date	August 28, 2017
Tentative Talent Buyer start date	August 29, 2017

2.2 STATEMENT SUBMISSION

To be considered, all SOQ's must be submitted in the manner set forth in this document. It is the Talent Buyer's responsibility to ensure that the SOQ arrives on or before the specified date and time outlined in Section 5.3. The City reserves the right to disqualify any SOQ received after the submission date and time articulated in Section 2.1.

2.3 NOTICE TO TALENT BUYERS

The selection of the Talent Buyer shall be determined to be the best and most qualified to provide the service to the City. The City shall decide in its sole and absolute discretion whether to enter into a contract, even if there is one or more qualified Talent Buyers. The City staff may, but is not obligated to, conduct interviews. The City may automatically disqualify any submittal that does not meet the terms and conditions set forth in this Request for SOQ.

2.4 FINAL AUTHORITY

The final authority to award a contract rests solely with the Yucaipa City Council.

2.5 MODIFICATIONS

The City reserves the right to issue addenda or amendments to this Request for SOQ.

2.6 NON-COLLUSION DECLARATION

By submitting qualifications, the Talent Buyer shall declare that the only persons or parties interested in the SOQ submitted, as principals, are those named therein, and that no officer, agent, or employee of the City is personally interested, directly or indirectly, in the SOQ, and that the SOQ submittal is made without connection to any other individual, firm, or corporation making a SOQ submittal for the same work, and that the SOQ is submitted in all respects fair and without collusion or fraud.

2.7 PROPRIETARY INFORMATION

The Talent Buyer shall identify those portions of their SOQ that they deem to be confidential,

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proprietary information or trade secrets, and provide justification as to why such materials shall not be disclosed by the City. All materials the Talent Buyer desires to remain confidential shall be clearly indicated by stamping the pages on which such information appears, at the top and bottom thereof with the word **Confidential**. All such materials so indicated shall be reviewed by the City and any decision not to honor a request for confidentiality shall be communicated in writing to the Talent Buyer. For those SOQs which are unsuccessful, all such confidential materials shall be returned to the Talent Buyer.

2.8 COMPETENCY OF TALENT BUYER

No SOQ will be accepted from, or contract awarded to, a Talent Buyer who has not successfully provided talent buying services of similar character and scope. The recommended Talent Buyer may be required, before the award of any contract, to demonstrate, to the complete satisfaction of the City, that the Talent Buyer has the necessary ability, experience, and financial resources to provide the services specified herein in a satisfactory manner. Generally, the recommended Talent Buyer's history and references are required at a minimum. The City may make reasonable investigations deemed necessary and proper to determine the ability of a Talent Buyer to perform the service, and the selected Talent Buyer shall furnish to the City all information requested for this purpose.

2.9 QUESTIONS AND COMMENTS

Questions and comments regarding the Request for SOQ must be submitted in writing, either by mail, and/or email to the City no later than five (5) days before the Submittal Deadline.

2.10 CORRESPONDENCE

All correspondence is to be submitted to each of the following:

Paul Toomey
Director of Community Development
ptoomey@yucaipa.org

Frances Hernandez
Director of Community Services
fhernandez@yucaipa.org

2.11 AWARD OF CONTRACT

The Talent Buyers are advised that the selection will be based upon qualified criteria as deemed appropriate by the City. Contract(s) will be awarded based upon a competitive selection process involving all SOQs received, as outlined in Section 6.

2.12 TERM OF CONTRACT

The talent buying services for special events will be the responsibility of the Talent Buyer for a period of one year. The City's contractual obligation will remain in effect for 12 months commencing on the specified start date, with the possibility of two, one-year extensions to the contract. Anticipated start date of Talent Buyer is August 29, 2017.

Contract period shall be limited to the respective contract. The Talent Buyer understands that this

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contract shall not bind nor purport to bind the City for any contractual commitment in excess of the original contract period. In the event the City exercises its option to extend the term of the contract, all terms, conditions, and provisions of the original contract shall remain in effect and apply during the extension period, unless otherwise mutually agreed to in writing by both parties.

3. GENERAL REQUIREMENTS

3.1 SCOPE OF SERVICES

The Talent Buyer will provide the following services to ensure qualified artists are procured for special events:

1. Provide a list of qualified performers for headline entertainment including a price range.
2. Inform City of any changes within the music industry that would affect the procurement of an artist.
3. Be responsive to modifications to the list of performers based on committee response, City Council response, and pricing.
4. Provide the City with information on any solicitations presented to the Talent Buyer regarding artists not on the previously presented list.
5. Provide artist contract and rider prior to signature for City review.
6. Negotiate the terms of contract and artist rider on behalf of the City.
7. Complete process necessary to secure artist for event.
8. Provide excellent customer service and quality entertainment for the local community and region.
9. Participate in and attend City Council and event committee meetings as directed by City staff.

3.2 NOTICE OF CANCELLATION

The City reserves the right to disqualify Talent Buyer or cancel the professional services agreement with a thirty (30) day written notice of cancellation in the event Talent Buyer does not perform services in a satisfactory manner. Talent Buyer will receive payment for all work satisfactorily completed or in progress at the time of agreement termination. Work in progress shall be paid on a pro-rata basis based upon the percentage of the work actually accomplished.

4. INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

Talent Buyer shall indemnify, defend and hold harmless the City, its officers, directors, employees, agents from and against any and all claims, including attorney's fees and reasonable expenses for litigation or settlement, for any loss, damages, bodily injuries, and loss of property caused by negligent acts, omissions, or willful misconduct by the Talent Buyer and its sub-

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consultants arising out of performance of the requirements of this Request for SOQ.

4.2 INSURANCE REQUIREMENTS

Prior to commencement of any services specified herein, Talent Buyer shall provide to the City a certificate of insurance with the City named as additional insured. Such policies shall be properly endorsed, shall be subject to approval by the City and shall require thirty (30) day notice to the City before any cancellation. Failure to furnish such evidence, if required, may be considered default of Talent Buyer.

Talent Buyer's coverage shall be at least as broad as follows:

1. Workers' Compensation: As required by the State of California and Employer's Liability Insurance covering all employees and principals of Talent Buyer, in a minimum amount equal to satisfactory requirements, as determined by the City.
2. Comprehensive General/Commercial Liability Insurance: \$1,000,000 per occurrence for bodily injury, death, personal injury and property damage including endorsements for comprehensive, contractual liability, independent contractors, personal injury, premises operations, products/completed operations, and broad form property damage. If Commercial General Liability, or other form, with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit, or \$2,000,000. Coverage shall be at least as broad as ISO CGL occurrence form CG 0001.
3. Automobile Liability Insurance: \$1,000,000 per accident for bodily injury and property damage. This shall include owned, hired, and non-owned automobiles. Coverage shall be as broad as ISO CGL occurrence form CG 0001. Auto liability is required only if autos will be used in performance of duties.
4. All insurance coverages of Talent Buyer shall be primary insurance as to the City and its elected and appointed officials, officers, employees, agents or volunteers. The City shall not be required to contribute to any loss through its insurance policies and/or self-insured programs. The insurance coverage must be provided by a company that has an A.M. Best Rating of A: VII or better.
5. Talent Buyers insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Both parties shall provide at least thirty (30) days prior written notice of any material change or cancellation. In the event of amendment or cancellation of any insurance policy for any reason whatsoever, both parties shall give notice within three (3) business days after it is in receipt of written notice or amendment or cancellation. Both parties shall also give thirty (30) days written notice of the expiration of the insurance policy.

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4.3 WORKER'S COMPENSATION

Talent Buyer shall certify that he/she is aware of the provisions of Section 3700 of the State Labor Code, which requires that every employer shall be insured against liability for Worker's Compensation or to undertake self-insurance with provisions of that code, and will comply, with such provisions before commencing the performance of the work.

5. SOQ FORMAT

5.1 SOQ INFORMATION

The SOQ shall be submitted in one envelope/package.

A. The SOQ shall be subject to the following guidelines:

1. Submission of a SOQ indicates that Talent Buyer has read and understands this entire SOQ.
2. SOQs are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of the SOQ. SOQs shall conform to the SOQ instructions, be responsive to the SOQ requirements, and contain detailed information that provides clarity and is easy to read and understand.
3. SOQs must be complete in all aspects as required in this section. A SOQ may not be considered if it is conditional or incomplete.

B. The SOQ shall include the following in a detailed manner:

1. Cover Page: Submit a letter, on letterhead, signed by a duly authorized officer, employee, or agent of the Talent Buyer.
2. A statement that the SOQ is submitted in response to the SOQ TALENT BUYER SERVICES FOR THE CITY OF YUCAIPA SPECIAL EVENTS.
3. Identification of the firm including name, address, telephone, vendor website and email address.
4. Name, title, address and telephone number, and email address of contact person during period of SOQ evaluation.
5. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit SOQs on behalf of Talent Buyer.
6. The SOQ shall be signed by an official authorized to bind the prospective Talent Buyer and shall contain a statement to the effect that the proposal is valid for 120 days.

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7. Experience
 - a. Identify specific business experience that relates to the scope of services included in Section 3.1, herein.
 - b. Provide list of a minimum of five “headliner” acts your company has secured in the past five years.
 - c. Describe your experience in securing artists for Festivals within the past five years.
 - d. Describe your experience in interacting with government officials and community members.
8. A statement describing the methodology of payment for the talent buying services.

5.2 SOQ PRESENTATION

1. An original and five (5) sets of the written SOQ are required, six (6) copies total.
2. The package containing the original and copies must be sealed and marked with Talent Buyer’s name and “CONFIDENTIAL-PROFESSIONAL TALENT BUYER SERVICES FOR THE CITY OF YUCAIPA SPECIAL EVENTS”. SOQs must be verified before submission as they cannot be withdrawn or corrected after being opened. The City will not be responsible for errors or omissions found in submitted SOQs. A responsible officer or employee must sign SOQs.

5.3 SOQ DELIVERY

Submit SOQs in person and or by mail to: City of Yucaipa, Community Services Department, 34272 Yucaipa Boulevard, Yucaipa, CA 92399. The SOQ shall be submitted and received by the CITY no later than **2:00 p.m. on Monday, August 14, 2017. SOQs must be date/time stamped at City Hall by the date and time indicated above.** Late submittals will **not** be considered. Packages postmarked, faxed and/or electronically submitted will **not** be accepted.

5.4 REFERENCES

List three (3) clients for whom comparable services have been performed within the last five years. Include the name, mailing address, email address and telephone number of each client's principal representative.

6. EVALUATION AND SELECTION PROCESS

6.1 SOQ EVALUATION PROCESS

All submittals will be subject to a standard review process as determined by the City. The final selection will be based upon the City’s determination of the SOQ submittal that best meets the needs of the City and the requirements of this SOQ. A primary consideration shall be the effectiveness of the Talent Buyer in the presentation of similar or related services based on

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verifiable performance. The evaluation will be based upon the written SOQ as submitted, but may include an interview between the selection committee and the Talent Buyer. The SOQ evaluation process may include, but will not be limited to the following:

1. Initial Review: Each SOQ will be initially evaluated to determine if it meets the following submittal information requirements:
 - The SOQs must be complete, in the required format, and be in compliance with the requirements of this Request for SOQ.
 - Prospective Talent Buyers must meet the requirements as stated in Section 3, General Requirements. Failure to meet these requirements may result in a rejected SOQ.
2. Technical Review: SOQs meeting the above requirements will be evaluated on the basis of the following criteria:
 - Demonstrated ability to provide the specified services
 - Specific experience in talent buying
 - Examples of the quality and quantity of successful shows over the past five years
 - Experience in dealing with local government officials and community organizations
 - References
 - How compensation is determined
3. Interview: The City may elect to conduct interviews in order to seek qualification and/or clarification of any element of the submittal. Any interview process will be held at the discretion of the City. Talent Buyers should be available for interviews during the week of August 21, 2017.

6.2 CONTRACT AWARD

Contract Award: A Contract(s) will be awarded based on a competitive selection of SOQ submittals received and shall be subject to the following:

- The contents of the SOQ, submitted by the successful Talent Buyer, will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.
- The City reserves the right to negotiate any portions of the successful Operator fees and scope of work or utilize their resources for such work.

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7. SOQ CHECK LIST

<u>Item</u>	<u>Description</u>	<u>Included</u>
1.	Cover page/Submittal Information	
2.	Six Sets of Statement of Qualifications: one original and five copies	
3.	Copies of Certificates of Insurance	
4.	Business Plan –Strategy, Experience, Venue Operations, Personnel, Annual Calendar, Facility Contracts, Outreach, Marketing Strategy	
5.	Financial Proposal (<i>In a separate sealed envelope</i>)	
6.	Reference List	