



**HOLIDAY MARKET EVENT  
FEASIBILITY STUDY -  
REQUEST FOR PROPOSALS**

**Issue Date: Feb. 20, 2024**

**Deadline: March 8, 2024**

## Introduction & Purpose of Work

The City of Dublin (City) invites qualified firms to submit a response (the "Proposal") to this Request for Proposals ("RFP") for consultant services for a feasibility study regarding a potential holiday market event in the City. The City is considering a potential holiday market and seeks to understand the market potential, ownership models, operating models, optimal location and logistics required for a successful market. Although the City has conducted preliminary research of Christkindlmarket events both domestically and internationally, a market in Dublin does not necessarily need to be focused on German culture, but could include the holiday traditions of cultures around the world.

## Background

Dublin is a city of nearly 50,000 residents located just northwest of Columbus, Ohio. It offers residents and corporate citizens responsive services, attractive housing, superior public education, direct regional highway access, abundant park space and recreational opportunities, thoughtful and strategic planning, innovative ideas and technology and a dynamic community life. Dublin is consistently ranked one of the safest cities in the nation and in 2022 was named "Best Suburb for Business" by Columbus CEO magazine for the 12<sup>th</sup> straight year. It is home to more than 20 corporate headquarters, an entrepreneurial center, 4,300+ businesses, world-class events and the urban, walkable Bridge Street District.

Dublin hosts five City-sponsored signature events: the St. Patrick's Day Parade, Independence Day Celebration, Dublin Irish Festival, Spooktacular and the Holiday Tree Lighting. Dublin values special events as a fundamental contributor to quality of life and seeks to expand and diversify the special events held in the City. The City understands the importance of fiscal sustainability regarding future special events in the City and is currently analyzing the ownership and operating models of its signature events and working to develop a roadmap for future City special events.

For more information and details regarding the City of Dublin, please refer to the City's website: [www.dublinohiousa.gov](http://www.dublinohiousa.gov)

## Scope of Work

1. Provide a market analysis of relevant local and regional holiday markets to demonstrate how a Dublin holiday market would fit into the landscape of existing holiday markets.
2. Provide an analysis and recommendation for the most effective ownership models of a potential holiday market, with a focus on models that do not include City ownership. This shall include case studies of relevant ownership models for existing holiday markets, domestically and/or internationally.
3. Provide an analysis and recommendation for the most effective operating model for a potential holiday market, including case studies of relevant operating models for existing holiday markets, domestically or internationally. The case studies may coincide with the case studies included in section two of this scope of work.

- a. The operating model analysis shall include a five-year pro forma, inclusive of start-up costs, for a potential holiday market in the City. The pro forma shall include necessary City participation, to include either direct financial participation or non-direct cash participation. Non-direct cash participation may include such activities as building vendor huts, storing vendor huts, providing utilities at no charge, etc.
4. Provide an analysis and recommendations for fundraising and sponsorship models, to include fundraising and sponsorship needs and opportunities for both one-time capital and on-going operating costs.
5. Provide an analysis and recommendation for the optimal location of a holiday market in the City, with an emphasis on the location's ability to drive fundraising and sponsorships.
  - a. This analysis shall include a high-level sketch of a potential market design at the recommended location.

## Deliverables

The submission shall be a detailed report on the items outlined in the scope of work.

## Submittal Requirements

Proposals should have a 20-page limit (not including front and back cover, table of contents or fee proposal). Respondents shall adhere to the following order and content for proposal sections. Each section shall be labeled for ease of reference:

### A. **Cover Sheet and Contact Information**

The cover sheet shall include the respondent's primary contact information including name, organization, phone number, email and address. The cover sheet shall also include a brief statement on the respondent's interest in the project.

### B. **Qualifications**

Include examples of similar work conducted within the last 10 years. In each example, provide the name(s) of team members involved who will be assigned to this project and client contact references (including name, title, phone number, and email address). The City reserves the right to contact any of the organizations or individuals listed.

### C. **Approach and Methodology**

Describe the intended approach to accomplishing each item listed in the scope of work. This shall include, but is not limited to, the methods by which the respondent will conduct the necessary research and analysis to provide informed recommendations as described in the scope of work. Respondents shall provide a proposed project timeline and management plan for each item listed in the scope of work.

**D. Contract Exceptions**

Indicate any concerns with the terms of the City's "Professional Services Agreement" attached as "Attachment A". Please make comments as specific as possible.

**E. Fee Proposal**

Respondents shall include a budget that identifies all anticipated costs and fees associated with the work necessary to complete the scope of work. All actions and anticipated expenses should be itemized with all hourly rates for services included.

**F. Other Information**

Include any other information the respondent considers relevant to the Proposal.

## **Selection Process**

Proposals will be evaluated by a panel of City staff using the following weighted criteria:

- The qualifications and experience of the respondent (40 points)
- Quality of work produced for other organizations (20 points)
- Understanding of the project scope (15 points)
- Approach to accomplishing the work (15 points)
- Any other factors the selection committee deems applicable (10 points)

The City of Dublin reserves the right to reject any late or incomplete submissions, and all proposals for any reason. The Proposal does not commit the City of Dublin to award a contract, pay any costs incurred in preparation of the Proposal, or to procure or contract for services

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Respondents shall email a PDF copy of their Proposal no later than **5:00pm on March 8, 2024** to Emily Goliver, Management Analyst, at [egoliver@dublin.oh.us](mailto:egoliver@dublin.oh.us)

Questions about the requirements of this RFP or the submissions to be included in the proposal should be directed to:

**Emily Goliver, Management Analyst**  
[egoliver@dublin.oh.us](mailto:egoliver@dublin.oh.us)  
**614-410-4456**



**Attachment A**

PSA _____
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**PROFESSIONAL SERVICES AGREEMENT**

\*\*\*Project Title\*\*\*\*\*

This Services Agreement ("Agreement") is made and entered into and effective on this **\*\*date\*\*** day of **\*\*month\*\***, **\*\*year\*\*** ("Effective Date") by and between the City of Dublin, Ohio ("Dublin"), an Ohio Municipal Corporation, with offices located at located **Your Address** and **\*\*Consultant name here \*\*** ("Service Provider"), with an office and principal place of business located at **\*\*consultants address here\*\*\***

**Recitals**

WHEREAS, Dublin desires to engage Service Provider to perform the services as more fully described in the attached Exhibit A (the "Services"); and

WHEREAS, Service Provider desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

**Provisions**

- I. Performance of the Services.** Provider shall:
  - A. Perform the Services as set forth in Exhibit A.
  - B. If the Service Provider is an individual, complete, sign and return the Ohio Public Employees Retirement System ("OPERS") Independent Contractor Acknowledgement form.
  - C. Give prompt notice to Dublin should the Service Provider observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.
  - D. Remit to Dublin after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials. Service Provider shall be entitled to retain copies for the Service Provider's files.

**II. Obligations of Dublin.** Dublin shall:

- A. Assist the Service Provider by placing at its disposal all available information pertinent to the Services for the project.
- B. Use its best efforts to secure release of other data applicable to the project held by others.
- C. Make all necessary provisions to enter upon public and private property as required to perform the Services.
- D. Give prompt notice to the Service Provider should Dublin observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

**III. Term and Termination.** The Agreement shall commence on **\*\*date\*\*** of **\*\*month\*\* \*\*year\*\*** and shall terminate on the **\*\*date\*\* day of \*\*month\*\*, \*\*year**. Dublin may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Dublin prior to its natural expiration, Service Provider shall be paid the amounts for work actually performed in accordance with this Agreement to the date of this early termination.

**IV. Payment.**

Service Provider shall be compensated in a lump sum in an amount not to exceed **\*\*\*Dollars amount written out \*\*\*\* \*\*\*( \$dollar amount in numbers )\*\*\*\***.

**V. Relationship of the Parties.** The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Dublin. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Dublin of a partnership, association, or joint venture. Further, the parties acknowledge that Service Provider is paid a fee, retainer or other payment as per Section IV of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on Dublin's payroll; is required to provide his or her own supplies and equipment; and is not controlled or supervised by Dublin personnel as to the manner of work.

**VI. Indemnification.**

- A. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify and save Dublin, its officers, officials, and employees harmless from and against any and all suits, actions

or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by the Service Provider or its employees.

- B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless Dublin, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Service Provider, any subconsultant(s) of the Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

## **VII. Insurance.**

- A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect himself from any claim arising out of the performance of professional services and caused by negligent acts, omissions or negligent acts for which the Service Provider may be legally negligent. The Service Provider shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.
- B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.
- C. The Service Provider shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- D. The Service Provider shall secure and maintain, at his/her/its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).



- E. Dublin shall be held harmless for any damage to the Service Provider's property and/or equipment during the course of performance under the Contract.
- F. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified. Certificates showing that the Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, Dublin prior to the start of work on the project and before Dublin is obligated to make any payments to the Service Provider for the work performed under the provision of this contract. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of Dublin is an "Additional Insured".

**VIII. Employee Documentation**

- A. Service Provider guarantees that the individuals employed by the Service Provider working on this project are authorized to work in the United States. The Service Provider will upon demand provide Dublin with appropriate documentation (Form I-9) for any Service Provider employee performing services for Dublin.
- B. The Service Provider agrees to indemnify Dublin in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

**IX. Taxes.**

- A. Service Provider has the following identification number for income tax purposes: .
- B. Service Provider is subject to and responsible for all applicable federal, state, and local taxes.
- C. Dublin represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of Chapter 35 of the Codified Ordinances of Dublin, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.
- D. The Service Provider shall receive Internal Revenue Service form 1099 from Dublin for income tax reporting purposes.

**X. Assignment.** Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

**XI. Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Ohio.

**XII. Discrimination.**

- A. No discrimination for reason of race, color, national origin, religion, sex, genetic information, pregnancy, age, ancestry, military status, sexual orientation, gender identity, marital status, veteran's status, or disability shall be permitted or authorized by Dublin and/or Service Provider in connection with the Services.
- B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

**XIII. Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Franklin County, Ohio.

**XIV. Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

**XV. Paragraph Headings.** Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[signatures appear on the following page]

**BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED THAT THE CITY OF DUBLIN, OHIO HAS CLASSIFIED YOU AS AN INDEPENDENT CONTRACTOR AND THAT YOU HAVE BEEN ADVISED THAT**

**CONTRIBUTIONS TO OPERS WILL NOT BE MADE ON YOUR BEHALF FOR THESE SERVICES.**

**FURTHER, BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT THE CITY OF DUBLIN, OHIO HAS IN NO WAY LIMITED OR RESTRICTED YOUR RIGHT TO PROVIDE THE AGREED-TO SERVICES TO THE GENERAL PUBLIC AND THAT YOU REGULARLY PROVIDE SUCH SERVICES TO THE GENERAL PUBLIC.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, XXXX(Year).

**CITY OF DUBLIN, OHIO**

BY: \_\_\_\_\_ Date \_\_\_\_\_  
(Department Head)  
(Title)

BY: \_\_\_\_\_ Date \_\_\_\_\_  
(Division Head)  
(Title)

BY: \_\_\_\_\_ Date \_\_\_\_\_  
(Name), City Manager

**\*\*\*CONSULTANT/CONTRACTOR NAME\*\*\***

BY: \_\_\_\_\_ Date \_\_\_\_\_

ITS: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
(NAME), City of Dublin Law Director

**CERTIFICATION OF FUNDS**

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding

\_\_\_\_\_  
(NAME), Director of Finance

\_\_\_\_\_  
Date

**EXHIBIT A**

**Scope of Services**