

**Request for Proposals
for
Theatrical Productions**

November 13, 2015

City of Sioux Falls, South Dakota

Proposal Request No. 15-0195

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Request for Proposals for Theatrical Productions

Section 1 Introduction and Instructions

1.01 Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Sioux Falls (hereinafter referred to as the “City”). The purpose of this RFP is to establish a contract with qualified vendors to provide theatrical productions.

1.02 Contact Person, Telephone, Fax Number, and Email

Becki Plueger, Purchasing Specialist, Finance department, is the point of contact for this RFP. Unauthorized contact regarding the RFP with other City employees may result in the firm being disqualified.

Becki Plueger, Purchasing Specialist, Finance department

Phone: 605-367-8874

Fax: 605-367-8016

Email: bplueger@siouxfalls.org

1.03 RFP Schedule of Events

This schedule of events represents the City’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule is delayed, such as the deadline for receipt of proposals, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP issued: November 13, 2015.
- Deadline for questions: December 11, 2015, at 3 p.m.
- Proposals due: December 18, 2015, at 2 p.m.
- Review of proposals: December 21, 2015–January 6, 2016.
- Presentations: January 7–8, 2016.
- Contract award: January 29, 2016.
- Execute contract: February 5, 2016.

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Vendors must submit one (1) original hard copy (marked "Original") and three (3) hard copies of the proposal in a sealed envelope or package.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Envelopes or packages must be addressed as follows:

City of Sioux Falls Engineering Office
Attention: Becki Plueger
Theatrical Productions
RFP No. 14-0148
224 West Ninth Street (second floor)
P.O. Box 7402
Sioux Falls, SD 57117-7402

Proposals must be received by the Engineering Office at the location specified no later than **2 p.m., Central standard time, on December 18, 2015**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Offerors assume the risk of the method of dispatch chosen. The City of Sioux Falls ("City") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05 Questions and Addenda

Questions regarding this RFP shall be submitted in writing to Becki Plueger, Purchasing Specialist, at bplueger@siouxfalls.org. Answers to questions will be posted to the City's website. The deadline for questions is 3 p.m., Central standard time, Friday, December 11, 2015.

If deemed necessary, addenda to the RFP will be issued and will be emailed to the proposers. No addenda will be issued after 5 p.m., Monday, December 14, 2015.

Responding vendors are prohibited from communicating in any other manner about this project with any other City employee from the date of issuance of this proposal until the final selection, unless otherwise directed by the Purchasing Manager. Other means of communications or contact may disqualify the submitting firm.

Section 2 Scope of Work

2.01 Introduction

Sioux Falls Parks and Recreation is seeking a variety of theater productions for the summer of 2015 to provide a variety of theatrical experiences suitable for all ages.

2.02 Scope of Work—Production Requirements

The production types will include:

Full-length theater productions must not exceed two hours each. All productions shall run for a minimum of two performances and the maximum is negotiable. Days and times of performances may be negotiated. The productions should be appropriate for families; however, dance productions will not be considered. Events will be held mid-June through late August. Specific weeks will be scheduled with the firm.

2.03 Preference

Preference will be given to productions performed in the outdoor park band shell at McKennan Park or in the Falls Park Queen Bee Mill. Indoor performances would be given secondary preference. The Orpheum Theater would be the considered venue if selection of such an indoor production would be chosen.

Preference will be given to independent theater companies.

2.04 City Responsibilities

Parks and Recreation will be responsible for providing the location, electricity, routine maintenance, and advertising in the 2016 Summer *Activities Guide* and news releases. Any concessions will be handled through normal concessions policy of the department.

2.05 Firm's Expenses

The firm will be responsible for all production expenses including, but not limited to, royalties, staff fees, costumes, props, set, and lighting/sound equipment. Any additional advertising done by provider must be approved by Parks and Recreation and will be at no additional cost.

Proposals shall be submitted so that any award can be given to separate vendors for each production. Only **one** production will be awarded per company. When submitting the proposal for each production, please identify the type of play to be produced and include the qualifications of the firm who will be producing the production. Parks and Recreation will have the right to approve the specific scripts.

2.06 Cancellation

If performances are canceled due to inclement weather or at the determination of Parks and Recreation because of maintenance concerns, no reduction in fee will be made to the provider. Performances may be rescheduled if both parties agree.

2.07 Program Information

The firm must submit program information three weeks in advance of the production program to ensure the City has adequate time to print the program book.

2.08 Cost Proposal

The firm shall submit a complete cost proposal to present the proposed production.

Section 3 Proposal Format and Content

3.01 Submittal Requirements

The submittal must contain the following information:

1. **Cover Letter.** Provide name and address of the company(s) and project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the production requirements required. Provide a statement indicating your ability to provide timely services and meet the requirements of the proposed schedule. Indicate your acceptance of the requirements of this RFP. Provide a one-page summary of the benefits you believe the City would receive from selecting your firm.

The cover letter **must be signed** by a duly authorized official of the firm. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team. The firm offer must be good for 90 days.

2. **Project Team Experience Qualifications.** Provide résumé or a listing of information producer or director. State the educational background of each individual, years of experience, length of employment with your firm, and experience providing theatrical productions.

Section 4

Review of Proposals and Selection of Finalists for Interviews

4.01 Selection Criteria

Upon receipt of the proposals, an evaluation team will determine the best proposal deemed most qualified based on the following criteria:

The evaluation team will rely on the qualitative information contained and presented in the proposals and reference checks in making the decision to select the most qualified firm to provide services for the City. Selection criteria will be based on:

Evaluation Criteria (100-Point Potential Score)

- Degree that the firm demonstrates an understanding of the project and ability to meet all the requirements in Section 2.02, Scope of Work. **20 points**
- Script content and creativity. **30 points**
- Firm's experience in providing theatrical productions in a public setting. **20 points**
- Reasonableness of cost proposal. **30 points**

Upon review of the proposals, the productions will be ranked. The highest ranking productions will then be asked to sign a contract with the City of Sioux Falls. If an agreement cannot be reached with the highest ranked vendors, we will move to the next highest ranked firm. The same process will be repeated with the other ranked vendors if no such agreement can be reached. The City of Sioux Falls reserves the right to not select a firm as part of this process if an agreement cannot be reached.

4.02 Special Conditions

Excluding proprietary information, the successful vendor's proposal and contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a "Register of Proposals for this Contract," which shall contain the names of companies that submitted a proposal and the name of the company that was awarded the contract; however, the proposals of the submitting vendors not awarded the contract are nonpublic records and will remain confidential.

4.03 Insurance Requirements

The theater productions company shall secure the insurance specified below. All insurance secured by the theater productions company under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this agreement.

1. Commercial general liability insurance providing coverage not less than that of the standard commercial general liability insurance policy ("occurrence form") for operations

of the theater productions company. If the “occurrence form” is not available, “claims made” coverage shall be maintained for three years after completion of this agreement. The policy shall include contractual, personal injury, bodily injury, and property damage liability coverages with total available limits not less than \$1,000,000 per occurrence, not less than \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. This commercial general liability insurance policy shall name the City and its duly authorized representatives as an additional insured. The City shall be provided with a copy of the certificate and the policy endorsement prior to or upon execution of this agreement.

The theater productions company will provide the City with at least 30 days’ written notice of an insurer’s intent to cancel or not renew any of the insurance coverages. The theater productions company agrees to hold the City harmless from any liability, including additional premium due because of the theater productions company’s failure to maintain the coverage limits required.

The City’s approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants’ or subcontractors’ interests, and assumes no liability therefore. The theater productions company agrees to hold the City harmless from any liability including additional premium due because of the theater productions company’s failure to maintain the coverage limits required.

The parties agree that the theater productions company operates an independent business and is contracting to do work according to its own methods, without being subject to the control of the City, except as regarding the terms of this agreement. The relationship between the City and the theater productions company shall be that as between an independent contractor and the City and not as an employer-employee relationship.

The theater productions company must provide certificates of insurance in the amounts and for the coverage required to the Purchasing Division within fifteen (15) business days after notification of award or as otherwise required by the specifications.

4.04 Payment

Upon completion of the last performance, invoice shall be submitted for payment and will be paid out within 30 days of receipt. Invoices shall be sent to:

City of Sioux Falls
Parks and Recreation
100 East Sixth Street
Sioux Falls, SD 57104-5929

The invoice shall include the firm’s name, performance dates, and the purchase order number.

Section 5 Standard Proposal Information

5.01 Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

5.02 City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

5.03 Conflict of Interest

The firm must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City of Sioux Falls). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the firm's proposal. The City's determination regarding any questions of conflict of interest is final.

5.04 Offeror's Certification

By signature on the proposal, the offeror certifies that it complies with:

- The laws of the state of South Dakota.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City of Sioux Falls).

If any firm fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

5.05 No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

5.06 Special Conditions

The City of Sioux Falls reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and developer(s) that, in the City's sole discretion, are in the best interests of the City of Sioux Falls, South Dakota.

The City reserves the right to:

1. Amend, modify, or withdraw this RFP.
2. Revise any requirements under this RFP.
3. Require supplemental statements of information from any responding party.
4. Extend the deadline for submission of responses hereto.
5. Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
6. Waive any nonconformity with this RFP.
7. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
8. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
9. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked firm.

The City may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.