



REQUEST FOR PROPOSAL (RFP)

Theatrical Productions for City of Pleasanton's Theatre Program

GENERAL INFORMATION

The City of Pleasanton is seeking an experienced professional theatrical production organization/company to work with the City's Civic Arts Division staff to provide a series of high quality theatre programs for the community. Desired programs include: Three (3) distinct theatre productions which will be offered to the general public and in the fall, holiday season and spring.

Background

Civic Arts is a division of the City of Pleasanton Department of Community Services. The Division is responsible for a wide variety of arts-related programs including the development of publicly and privately funded public art projects, art classes, performing arts, free-Shakespeare-in-the-park summer productions, art exhibits, the management of the Amador Theatre, a 600-seat proscenium theatre with a fly system and management of the Firehouse Arts Center which contains a 227 seat black box theatre, an art studio, classroom, and 2,000 sq ft art gallery.

For several years the Civic Arts Division has offered a variety of performing arts experiences for the community at the Firehouse Arts Center, Amador Theatre and various other venues. These include but are not limited to:

Civic Arts Presents – a series of 120-150 performances a year featuring nationally known musicians, comedians, lecturers, and theatrical groups.

Free Shakespeare in the Park – performances of classic Shakespeare plays, edited and produced with the family audience in mind and presented in a variety of outdoor venues. These productions have traditionally been performed by professional theatrical organizations using experienced professional production staff and often Actors Equity performers.

School Concert Series - a series of 8-15 performances by professional musicians, storytellers, puppeteers, theatrical companies, etc. for school audiences.

Pleasanton's Children's Theatre Program – a youth and family theatre program producing 3 shows per year utilizing professional production staff and local youth and adult performers. The productions have traditionally utilized one paid professional actor who serves as the anchor cast member and a mentor to other less experienced community cast members. Each production is performed on two weekends and is also included as part of the School Concert series.

Civic Arts Drama Camp and Theatre Classes - an annual summertime camp for youth theatre performers ages eight (8) years and up, which culminates in a simple theatrical production along with a series of classes designed to introduce and develop theatrical concepts and skills to young people who are interested in participating in the Children's Theatre Program.

Services Required

Services required of the selected organization/ theater company include, but are not limited to, the following:

- Duties outlined in *Appendix A – Required Services*.
- Adherence to production/program/class schedules as established by City staff and the selected organization/company.
- Assist City staff with production/program/class administration throughout the length of the agreed upon productions/programs/classes.

MINIMUM PROPOSAL REQUIREMENTS

Proposals should indicate current and past experience, capacity and success of your organization/company as it relates to:

- The production of three (3) annual indoor theatrical performances in both proscenium and flexible seating venues. Indicate your experience with the utilization of professional directors, designers, production staff, core professional actors and casts.
- The development and execution of marketing and publicity campaigns related to the promotion of major theatrical productions.

Proposals should also include:

- A brief written summary of the organization/company's philosophy regarding: the role of the arts and arts organizations in the community as a whole – and its philosophy and performance standards for the production of theatre.
- A statement as to how the organization would approach this project.
- A tentative overall project schedule.

- Proposals **MUST** be submitted with an explanation of how shows would be produced with the following budget:
 - Year 1 of Contract: Total Compensation \$165,000
 - Year 2 of Contract: Total Compensation \$168,000
 - Year 3 of Contract: Total Compensation \$171,000
- Identification of the actual individuals (with resumes) – i.e. executive director, artistic director, key full time production and publicity staff – comprising the teams assigned to this project, and what specific role each will take in completing the projects. In the case of to-date unidentified team members, i.e. directors, designers, actors, etc., identify the standards for education, experience, philosophy and other criteria that will be used in their future selection.
- To the greatest extent possible, provide a written summary that identifies the types of information and administration oversight and support that you will require from the City in order to fully develop and implement the desired programs outlined in this Request for Proposal.
- References with dates of service and contact information for other municipalities, government agencies, special arts districts and other presenting organizations for whom you have provided similar services.

SELECTION PROCESS

All proposals received by the **November 17, 2017** deadline will be reviewed and given full consideration. Proposals determined to represent the best qualifications, demonstrated competence, experience and response to specific proposal elements identified in the RFP will be selected as a finalist, or finalists if warranted, and invited to an interview with a City Selection Committee. Final selection of the theatrical production organization/company will be made based upon the following criteria:

- Specific professional experience and demonstrated capacity and success related to production of professionally crafted indoor productions using combinations of professional and amateur casts.
- Satisfaction of previous and current public agencies who have worked or who are working with the organization/company in similar capacities.
- Documented evidence of identification, scheduling, and timely completion of projects and tasks.
- Imagination, creativity, judgment and guiding philosophy related to the concerns and issues associated with the design, production and implementation of the desired programs outlined in this Request for Proposal.
- Accessibility of project principals and evidence of clear lines of communication to assure responsiveness to concerns and input of the Civic Arts staff.

Please note that all persons proposed to be working with youth pursuant to this contract will be required to submit to, and pass, a criminal background check as required by California Public Resources Code Section 5164. This requirement and other provisions for insurance, indemnification, and independent contractor status are set forth in the standard

City of Pleasanton Services Agreement, which will be negotiated with the successful organization/company candidate, and for which the City reserves the right to further modify as needed for this project. A sample copy of the standard City of Pleasanton Services Agreement has been attached for your reference.

Please note that it is the desire of the City of Pleasanton to enter into a one-year contract for the total compensation amount of \$165,000. (City of Pleasanton Services Agreement) with the successful organization(s)/company(s), with the option to renew the contract for a second term with the total compensation amount of \$168,000 and additional third term with the total compensation amount of \$171,000.

PROPOSAL SUBMITTAL DEADLINE

Five (5) sealed copies of your Qualifications and Proposal are due to the City of Pleasanton on or before **2pm on Friday, November 17, 2017**. Postmarks are not accepted. Proposals must be submitted or delivered to the following address:

City Clerk
Theatrical Productions RFP
P.O. Box 520 (if mailing)
123 Main St. (if delivering)
Pleasanton, CA 94566

City Contact

For questions regarding this RFP, the project itself, City of Pleasanton Services Agreement, etc., contact:

Michele Crose
Civic Arts Manager
P.O. Box 520
Pleasanton, CA 94566

Phone: (925) 931-5347
Email: mcrose@cityofpleasantonca.gov

Appendix A

Required Services

Production and performance services required during this project shall include, but are not limited to the following:

Theatre Productions

1. The complete production and administration of three (3) annual indoor theatrical performances in both proscenium and flexible stage venues. Fall (October) and spring (April) productions will be performed for two weekends at the Firehouse Arts Center – flexible stage, 227 seating. A third production can be performed at the Firehouse or Amador Theater. Productions are intended to be professionally produced. It is critical that production values be high, and that all production staff has extensive experience and expertise in the production and performance of theatre.
2. Personnel who are charged with overall production and performance responsibilities should be regionally known professionals in their prospective fields including:
 - Producers
 - Artistic Directors
 - Stage Directors
 - Music Directors
 - Choreographers
 - Production Managers
 - Technical Directors
 - Scenic, Lighting, Sound, Costume, Prop, Special Effects Designers, Stage Managers

Please note: It is recognized by the City that those productions will also take advantage of volunteers from the community to serve as running crews and provide other support.

3. Required services related to the productions also include:
 - The complete administrative oversight of the production including the holding of auditions, rehearsals at suitable City facilities, (set construction at the organization's facilities) performer/designer contract management, cast management and communication, transportation of sets to and from

the performance site, production coordination with City of Pleasanton Civic Arts technical and front-of-house theatre staff, Parks Maintenance staff, Support Services staff etc.

- Develop and implement comprehensive marketing and publicity campaigns in support of the productions, to be conducted in coordination with Civic Arts marketing and publicity staff and utilizing City of Pleasanton Civic Arts' brand and image guidelines. The campaign should utilize various media including print, electronic, web site, social media, electronic marketing and traditional flyers, public banners, and other promotional techniques, etc. Civic Arts staff will provide complementary support in this area.

Project/Process Schedule

The following project/process timeline is anticipated:

Requests for Proposals is Distributed (RFP)	October 27, 2017
Proposals Due	November 17, 2017 by 2pm
Screening of Proposals	November 20, 2017
Notify Finalists	November 22, 2017
Oral Interviews (if necessary)	November 28, 2017
Civic Arts Commission Review	December 4, 2017
City Council Review/Approval	December 19, 2017
Season Begins	July 1, 2018

Appendix B

Sample Services Agreement

SERVICES AGREEMENT

Theatrical Production Services for

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this ____ day of _____ 201_, between the CITY OF PLEASANTON, a municipal corporation ("City"), and _____, a (insert type of business entity here e.g. corporation, sole proprietorship etc.) whose address is _____, and telephone number is _____, ("Consultant").

RECITALS

- A. Consultant is qualified to and experienced in providing, plan review and inspection services for the purposes specified in this Agreement.
- B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant's Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.

3. **Terms.** This contract shall commence on the date written above and shall expire on _____.

4. **Compensation.** City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed \$_____.

- a. Invoices submitted to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant's invoice and approved by City.
- b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5. **Sufficiency of Consultant's Work.** All reports, drawings, designs, plan review comments and work product shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work.** All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by CONSULTANT in the performance of this Agreement shall become the property of the CITY. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

7. **Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Consultant's Status.** In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

9. **Termination for Convenience of City.** The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

10. **Non-Assignability.** The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

11. **Indemnity and Hold Harmless.** Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

12. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense the following minimum insurance coverage, or such greater or broader coverage if available in Consultant's policies, with insures with an A.M. Best's rating of no less than A:VII:

- a. General Liability and Bodily Injury Insurance. Commercial general liability insurance with limits of at least \$1,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named as additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its subconsultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.

- b. Automobile Liability Insurance. Automobile liability insurance with limits not less than \$1,000,000 per person/per occurrence.

- c. Workers' Compensation Insurance. Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

- c. Professional Liability Insurance. Professional liability insurance in the amount of \$1,000,000.

- d. Certificate of Insurance. Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

- e. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.
- f. Defense Costs. Coverage shall be provided on a “pay on behalf of” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions.
- g. Subcontractors. Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

13. **Notices**. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: _____

To City: City Manager

City of Pleasanton

P.O. Box 520

Pleasanton, CA 94566

14. **Conformance to Applicable Laws**. Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

15. **Licenses, Certifications and Permits**. Prior to the City’s execution of this Agreement and prior to the Consultant’s engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

17. **Confidentiality.** Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

18. **Conflicts of Interest.** Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

19. **Waiver.** In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

20. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.

21. **No Personal Liability.** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

22. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

23. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

THIS AGREEMENT executed the date and year first above written.

CITY OF PLEASANTON

CONSULTANT

Nelson Fialho, City Manager

By: _____

Its: _____

ATTEST:

Karen Diaz, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney