



**Request for Proposal
RFP-3112-09-SDH
Avalon Theatre
Master Plan**

RESPONSES DUE:

October 22, 2009 2:00 p.m.
333 West Avenue, Building C
Grand Junction, CO 81501

PURCHASING REPRESENTATIVE:

Scott Hockins
Purchasing Supervisor
scotth@gjcity.org
Phone 970-244-1484

TECHNICAL/SCOPE OF SERVICES QUESTIONS:

Tim Seeberg
Convention Center Manager
tims@gjcity.org
Phone 970-263-5710

September 25, 2009

This solicitation has been developed specifically intended to solicit competitive responses for the **Avalon Theatre Master Plan**, and may not be the same as previous City of Grand Junction solicitations. All Proposers are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX** **IS** **NOT** **ACCEPTABLE** for this solicitation.

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REQUEST FOR PROPOSAL
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Avalon Theatre Master Plan

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction (City) on behalf of the Downtown Development Authority (DDA) and the Grand Junction Symphony Orchestra (GJSO). All contact regarding this RFP is directed to:

RFP QUESTIONS & SUBMITTALS:

Scott Hockins
Purchasing Supervisor
970-244-1484
scotth@gjcity.org

SCOPE OF SERVICES DETAILS:

Tim Seeberg
Convention Center & Theatre Manager
970-263-5710
tims@gjcity.org

- 1.2 Purpose:** The City of Grand Junction is requesting proposals from individuals or firms qualified and interested in completing a conceptual Master Plan and strategy for the historic Avalon Theatre located in downtown Grand Junction.
- 1.3 Compliance:** All participating Proposers, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the City of Grand Junction omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Proposers shall secure instructions from the Purchasing Division prior to the deadline shown in this RFP.
- 1.4 Submission:** Please refer to section 5.0 for what is to be included. Each proposal shall include **one (1) original hard copy** and **one (1) electronic copy on USB Flash Drive**, shall be placed in a sealed envelope and marked clearly on the outside **"RFP-3112-09-SDH Avalon Theatre Master Plan."** For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals". Submittals received that fail to follow this format may be ruled non-responsive.
- 1.5 Proposal Deadline:** Proposals are due by **October 22, 2009 at 2:00pm** to:
City of Grand Junction
Purchasing Division
333 West Avenue, Building C
Grand Junction, CO 81501
- 1.6 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.7 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Proposer prior to the sixty-first (61st) day following the submittal deadline date and only prior to award. The Proposer so agrees upon submittal of their proposal. After award this statement is not applicable.

- 1.8 Acceptance of Proposal Content:** The contents of the proposal of the successful Proposer shall become contractual obligations if acquisition action ensues. Failure of the successful Proposer to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.9 Exclusion:** No oral, telegraphic, or telephonic proposals shall be considered.
- 1.10 Addenda:** Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Purchasing Representative. Addenda will be issued electronically through Bidnet at www.rockymountainbidsystem.com to all who are known to have received a copy of the RFP. Proposers shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Proposers taking exception to the specifications shall do so at their own risk. The City reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Proposer must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Proposer has not taken exceptions, and if awarded a contract, shall hold the Proposer responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "**Confidential Disclosure**" and placed in a separate envelope shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Purchasing Manager. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.13 Response Material Ownership:** All proposals become the property of the City of Grand Junction upon receipt and shall only be returned to the proposer at the City's option. Selection or rejection of the proposal shall not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section 1.12 entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.
- 1.14 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Proposers, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal

so identified by offer as such shall be treated as confidential by the City to the extent allowable in the Open Records Act.

- 1.15 Sales Tax:** City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1 Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest by the autographic signature of the Proposer or an officer of the Proposer legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Proposer of all terms and conditions including compensation, as set forth herein. An Proposer shall identify clearly and thoroughly any variations between its proposal and the City's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2 Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the City Purchasing Division.
- 2.3 Assignment:** The Consultant shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the City.
- 2.4 Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.5 Confidentiality:** All information disclosed by the City to the Consultant for the purpose of the work to be done or information that comes to the attention of the Consultant during the course of performing such work is to be kept strictly confidential.
- 2.6 Conflict of Interest:** No public official and/or City employee shall have interest in any contract resulting from this RFP.
- 2.7 Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the City of Grand Junction, shall constitute a contract equally binding between the City and Consultant. No different or additional terms shall become a part of this Contract with the exception of an Amendment.
- 2.8 Project Manager:** The Project Manager, on behalf of the City, shall render decisions in a timely manner pertaining to the work proposed or performed by the Consultant. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.9 Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4)

for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.

2.10 Employment Discrimination: During the performance of any services per agreement with the City, the Consultant, by submitting a Proposal, agrees to the following conditions:

2.10.1 The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Consultant. The Consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2.10.2 The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an Equal Opportunity Employer.

2.10.3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.11 Ethics: The Proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City.

2.12 Failure to Deliver: In the event of failure of the Consultant to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the Consultant responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the City may have.

2.13 Failure to Enforce: Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

2.14 Force Majeure: The Consultant shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Consultant, unless otherwise specified in the contract.

2.15 Indemnification: Consultant shall defend, indemnify and save harmless the City of Grand Junction, DDA, GJSO, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Consultant, or of any Consultant's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Consultant shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

- 2.16 Independent Consultant:** The Consultant shall be legally considered an Independent Consultant and neither the Consultant nor its employees shall, under any circumstances, be considered servants or agents of the City of Grand Junction. The City shall be at no time legally responsible for any negligence or other wrongdoing by the Consultant, its servants, or agents. The City shall not withhold from the contract payments to the consultant any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the consultant. Further, the City shall not provide to the Consultant any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees.
- 2.17 Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The City of Grand Junction reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.18 Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the City of Grand Junction.
- 2.19 Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the City of Grand Junction.
- 2.20 Patents/Copyrights:** The Consultant agrees to protect the City of Grand Junction from any claims involving infringements of patents and/or copyrights. In no event shall the City be liable to a Consultant for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.21 Remedies:** The Consultant and City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.22 Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

SECTION 3.0: INSURANCE REQUIREMENTS

- 3.1 Insurance Requirements:** The Consultant agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

- 3.2** Consultant shall procure and maintain and, if applicable, shall cause any Subcontractor of the Consultant to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The City of Grand Junction. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

Professional Liability Insurance policy with a minimum of \$1,000,000 per claim. This policy shall provide coverage to protect the consultant against liability incurred as a result of the professional services performed as a result of responding to this RFP.

- 3.3** The policies required by paragraphs above shall be endorsed to include the City and the City's officers, GJSO, DDA and employees as additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: BACKGROUND/SCOPE OF SERVICES

- 4.1. Background:** The City of Grand Junction is located in Mesa County, Colorado on the western slope of the Rockies, midway between Denver, Colorado and Salt Lake City, Utah. Grand Junction serves Western Colorado and Eastern Utah as a regional hub for commercial and retail business, higher education, medical services, and recreational opportunities. It is the County Seat and is the largest city on the western slope of Colorado with a population of approximately 55,000 within the City of Grand Junction and approximately 135,000 county-wide. The county is approximately 3,300 square miles in area, with terrain varying between mountains, wide valleys, and narrow canyons.

Due to the vast diversity Western Colorado provides, the County has become a popular place for relocation and recreation. From 1990 to 2000, Mesa County's population grew by 24.8%, putting it in the top 10% of counties nationwide in terms of population change. The Colorado Department of Local Affairs projects Mesa County's population will grow to 143,591 by 2010 (22.8% growth from 2000) and 224,820 by 2025 (92.3% growth from 2000).

The Avalon Theatre was constructed in 1923 as a vaudeville house, renovated in 1947 as the Cooper Theater for film. It received significant renovation in the early 1990's, restoring the historic façade, lobby, etc. for concerts and film presentation. Since that time, the theatre has been studied from various perspectives to determine the appropriateness of investing further in the venue to allow the various user groups to be artistically and economically viable. This effort has identified deficiencies in stage size, storage, wing space, dressing rooms, lobby, concession, restroom facilities, seats and interior treatments, including acoustics.

In 2007 the Avalon Theatre Advisory Committee produced a report (attached) identifying these deficiencies as well as the strengths and potential for the Avalon over the coming decades. The City of Grand Junction, owner of the venue, in cooperation with the Downtown Development Authority (DDA) and the Grand Junction Symphony Orchestra (GJSO), is soliciting proposals for a professional firm who can provide a technical framework assuming the GJSO as the main tenant, propose programming alternatives, and partnership operating strategies, consistent with the parties reasonable budgeting expectations for the operation and improvement of the theater.

The Grand Junction Symphony Orchestra is a non-profit organization that performs symphonic music, presents educational programming and several special events throughout the year. 2009-10 marks the GJSO's 32nd season. Additional information can be found at www.gjsymphony.org

While there are a number of theatre upgrades needed to successfully accommodate the Symphony and other potential users, the primary deficiency is lack of stage space for performing. The current stage is too small to accommodate the entire orchestra, and a common opinion is that the stage is positioned too high for the viewing audience. General consensus is that one solution involves moving the south exterior wall to the south, thus expanding the stage area. The involved parties will entertain other ideas as the successful consultant sees fit. Further issues that eventually need addressed include seating replacement, improved lighting, acoustical improvements, etc.

4.2. Budget: Maximum not to exceed \$75,000 inclusive of all fees, expenses and site visits.

4.3. Scope of Services: The general scope of services to include, but not limited to the following:

- **Business Plan**
 - Develop a phased business plan, assuming GJSO as the main but not exclusive occupant with five year financial proforma, operating prospectus and plans with tenant rental/partnership recommendations.
 - Strategies necessary to advance the master plan and key components
- **Phased Conceptual Building Plans**
 - Design feasibility
 - Identify minimum improvements necessary to provide services to accommodate the business plan
 - Code and historical registry impact
 - Identify utility and property conflicts and their impact on the project feasibility
 - Phased development with general budget projections
 - Architectural Renderings
 - Identify energy efficiency upgrades

- **Schedule of Project Services**

- The proposal should include an outline of project services to be provided, along with individual tasks and a proposed timeline and defined deliverables for major milestones.

4.4. Recommended Site Visit: Proposers are encouraged to attend a site visit on one of the following dates:

- October 5, 2009 at 10am
- October 6, 2009 at 10am
- October 7, 2009 at 10am

***Please RSVP to tims@gjcity.org ***

Avalon Theatre
645 Main Street
Grand Junction CO, 81501
www.avalontheatregj.com

4.5. Tentative Project Schedule:

Request for Proposals Available	September 28, 2009
Site Visits	October 5, 6, 7, 2009
Last Day for Questions	October 15, 2009
Proposal Deadline	October 22, 2009
Short-list	November 6, 2009
Interviews	November 19, 2009
Notice of Intent	November 20, 2009
Substantial Completion	March 15, 2010

4.6. Questions Regarding Scope of Services:

Tim Seeberg, Convention Center Manager tims@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

5.1 Proposers are required to provide **one (1) original hard copy** of their proposal in written format and **one (1) electronic format on USB Flash Drive**, compatible with Microsoft Office Word or Adobe PDF. Proposers are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the City requests that proposals be formatted **A to G**. Proposals must contain all of the following information to satisfy the requirements of this RFP:

A. Cover Letter: Cover letter shall be provided which succinctly explains the Consultant's interest in the project. The letter shall contain the **name/address/phone number/email address** of the person who will serve as the firm's principal contact person with City's Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm.

- B. Qualifications of Firm/Project Team:** Provide names, titles and responsibilities of key personnel who will be responsible for the management and design of this project. Include qualifications, experience of each, **experience with historic performance venues and theaters, experience with the U.S. Green Building Council's LEED Certification process** and length of time with the company.
- C. Strategy and Implementation Plan:** Describe your (the Consultant's) interpretation of the City's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. Proposer may utilize a written narrative or any other printed technique to demonstrate his/her ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. The proposal should include an outline of project services to be provided, along with individual tasks and a **proposed timeline**.
- D. References:** Give at least three (3) references for projects of similar size and scope, including at least two (2) references for projects completed during the past five years. Include the name of the organization, a brief summary of the work, the cost of the project and the name and telephone number of a responsible contact person.
- E. Fee Proposal:** Provide a complete list of costs per task and a total fee for the proposal, including expected reimbursable expenses, for completion of the scope of services set forth in the proposal.
- F. Outside Consultants:** List any outside consultants or firms who might perform services for this project. Describe the services that each outside firm would provide and at least three previous projects demonstrating the firm's capability to perform these services.
- G. Statement of Project Understanding:** Provide a one page statement outlining the philosophy of the team in approaching this project and the team's grasp of issues and goals to address in this study.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered for participation in the oral presentations. The evaluation committee intends to reduce this group to the three (3) best qualified who will be invited to participate in oral presentations. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. Companies selected for oral presentations will be chosen on the basis of their apparent ability to best meet the overall expectations of the City. The City reserves the right to reject any and all submittals. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Necessary resources
- Required skills
- Demonstrated capability
- Demonstrated business integrity
- Qualifications
- Experience
- Fees

- 6.3 Selection for Interviews:** Following the submittal deadline, the City will announce the "short list." It is anticipated that the "short list" will consist of 2-3 potential consultants; this depends on the number and quality of statements received. At that time a notice will be issued to the selected consultants so that they may prepare both written and oral presentations for the interview process.
- 6.4 Interviews:** Interviews will be limited to 45 minutes of presentation followed by 45 minutes for questions. **Presentations should be made only by the principals assigned to the project.** The committee will rank the finalists in order of preference based on written and oral presentations per the evaluation parameters contained in the proposal request.
- 6.5 Award:** The Contract will be awarded to the firm that is deemed most qualified to perform the scope of services based on qualifications, team composition, prior experience, references, and fees.

End RFP