

**Request for Proposals**  
**for**  
**Theatrical Productions**  
**City of Sioux Falls, South Dakota**  
**Proposal Request No. 22-0007**

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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 a qualified Proposer to provide theatrical productions.

### **1.02 Contact Person, Telephone, Fax Number, and Email**

All questions regarding this RFP are required to be submitted to Matthew Newman, Business Analyst, Finance Office. Unauthorized contact regarding the RFP with other City employees may result in the Proposer being disqualified.

Matthew Newman, Business Analyst, Finance Office

Phone: 605-978-6881

Email: Mnewman@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 such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: November 12, 2021.
- Deadline for Questions: December 14, 2021, 2 p.m.
- Proposals Due: January 13, 2022, 2 p.m.
- Review of Proposals: January 14 through January 15, 2022.
- Interviews: January 16 through 21, 2022.
- RFP Issue Intent to Award: January 28, 2022.
- Execute Contract: February 2022.

#### **1.04 Return Mailing Address and Deadline for Receipt of Proposals**

Proposers must submit one (1) original hard copy (marked "Original"), one (1) digital copy in PDF format on a USB drive, and three (3) hard copies of the proposal in a sealed envelope or package to the City no later than **2 p.m., Central time, on Thursday, January 13, 2022.**

No proposals will be accepted after that time. Responses received after the stated time will be returned unopened and will not be considered.

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 Customer Service Counter  
Attention: Matthew Newman  
Theatrical Productions  
RFP No. 22-0007  
Ground Floor, City Hall  
224 West Ninth Street  
P.O. Box 7402  
Sioux Falls, SD 57117-7402

Proposals must be received by the Customer Service Counter on ground floor of City Hall no later than **2 p.m., Central time, on Thursday, January 13, 2022.** Proposals will not be publicly read at the opening.

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

Proposers assume the risk of the method of dispatch chosen. The 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. A Proposer'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.

Excluding proprietary information, the successful Proposer'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" that shall contain the names of companies who submitted a proposal and the name of the company who was awarded the contract. The proposals of the submitting Proposers not awarded the contract are nonpublic records and will remain confidential.

## **1.05 Submittal of Questions**

Prospective Proposers are requested to submit any questions no later than **2 p.m. Central time, December 14, 2021**, to Matthew Newman, Business Analyst, at [Mnewman@siouxfalls.org](mailto:Mnewman@siouxfalls.org). Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City. Answers to questions will be posted to the City's website: [siouxfalls.org](http://siouxfalls.org). The City reserves the right to include questions and responses in the form of written addendums, as it deems necessary.

Responding Proposers 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 Business Analyst. Other means of communications or contact may disqualify the submitting Proposer.

## **Section 2—Scope of Work**

### **2.01 Introduction**

Sioux Falls Parks and Recreation is seeking a variety of theater productions for summer programming. It is the City's desire that the programming will deliver a variety of theatrical experiences suitable for all ages.

### **2.02 Scope**

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 Proposer.

### **2.03 Preference**

Preference will be given to productions performed in the outdoor park band shell at McKennan Park and Falls Park Queen Bee Mill.

### **2.04 City Responsibilities**

Sioux Falls Parks and Recreation will be responsible for providing the location, electricity, routine maintenance, and advertising. Any concessions will be handled through the normal concessions policy of the department.

## **2.05 Proposer Expenses**

The Proposer 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 shall be approved by Sioux Falls Parks and Recreation and will be at no additional cost to the City.

Proposers shall submit a proposal for each production. The City reserves the right to issue multiple awards. When submitting, please identify the type of play to be produced. Include the qualifications of the Proposer who will be producing the production. Sioux Falls 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 Sioux Falls Parks and Recreation because of maintenance concerns, no reduction in fee will be made to the Proposer. Performances may be rescheduled if both parties agree.

## **2.07 Program Information**

The Proposer must submit program information a minimum of 45 days in advance of the production program to ensure the City has adequate time to print the program and other public-related materials.

## **2.08 Cost Proposal**

The Proposer shall submit a complete cost proposal to present the proposed production. Cost proposals shall be reviewed against the City's historical theatrical costs and the current market rate.

## **2.09 Contract Term**

The length of contract will be from May 1, 2022, to April 30, 2023, with the possibility of four one-year extensions. Any contract extension will detail terms and specifications for the upcoming year. Any contract extension will be at the City's discretion. Notice of an extension will be given 60 days prior to the termination date of the contract. The vendor shall notify the City of its acceptance of the extension within 30 days thereafter.

## **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 you.

The cover letter **must be signed** by a duly authorized official of the Proposer.

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 Proposer offer must be good for 90 days.

2. **Project Team Experience Qualifications.** Proposers shall provide a résumé of information about their company and individuals. 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 Evaluation Criteria**

### **4.01 Selection 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 to provide services for the City. Selection criteria will be based on the following:

#### **Evaluation Criteria (100-Point Potential Score)**

- Degree that the Proposer 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**
- Proposer’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 production will then be asked to sign a contract with the City. If an agreement cannot be reached with the highest ranked Proposer, the City will move to the next highest ranked Proposer. The same process will be repeated with the other ranked Proposers if no such agreement can be reached. The City 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 Proposer'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 Proposers that submitted a proposal and the name of the Proposer that was awarded the contract. However, the proposals not awarded the contract are nonpublic records and will remain confidential.

The Proposer must provide certificates of insurance to the Business Analyst within fifteen (15) business days after notification of award.

## **4.03 Insurance Requirements**

The Proposer shall secure the insurance specified below. All insurance secured by the Proposer 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 occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the City and its representatives as an additional insured. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable.

The Proposer 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 coverage. The Proposer agrees to hold the City harmless from any liability, including additional premium due because of the Proposer's failure to maintain the coverage limits required.

The City's approval or acceptance of certificates of insurance does not constitute the City's 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.

## **4.04 Independent Contractor**

The parties agree that the Proposer 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 to the product or the result of the work. The relationship between the City and the Proposer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Proposer is inclusive of any use, excise, income, or any other tax arising out of this agreement.



#### **4.05 Payment**

Upon completion of the last performance, invoice shall be submitted for payment. Invoices shall be sent to:

City of Sioux Falls  
Accounts Payable  
224 West Ninth Street                      *OR*                      [financeap@siouxfalls.org](mailto:financeap@siouxfalls.org)  
P.O. Box 7402  
Sioux Falls, SD 57117-7402

### **Section 5—Standard Proposal Information**

#### **5.01 Authorized Signature**

An individual authorized to bind the Proposer 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**

Proposers must disclose any instances where the Proposer 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). 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 Proposer's proposal. The City's determination regarding any questions of conflict of interest is final.

#### **5.04 Request for Proposal as Part of Contract**

Part or all of this RFP and the successful proposal may be incorporated into the contract.

#### **5.05 Proposer's Certification**

By signature on the proposal, the Proposer 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 Proposer and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City).

If any Proposer 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 proposer in default.

### **5.06 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 proposal from this procurement.

### **5.07 Special Conditions**

Special conditions include the following:

Proposers are expected to raise questions, exceptions, or additions they have concerning the RFP document. If a Proposer discovers significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they should immediately notify the above-named individual of such error and request modification or clarification of the RFP document. Failure to complete or provide the information requested in this RFP may result in disqualification by reason of “no responsiveness.”

All information submitted in response to this RFP shall become the property of the City.

This RFP does not commit the City to procure or award a contract for the scope of work described herein. The City has sole discretion and reserves the right to reject any and all proposals received with respect to this RFP and to cancel the RFP at any time prior to entering into a formal agreement. The City also reserves the right to reasonably request additional information or clarification of information provided in the proposal without changing the terms of the RFP.

Proposers acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit), or liabilities incurred as a result of, or arising out of, submitting a proposal, negotiating changes to such proposal, or due to the City’s acceptance or no acceptance of the proposal.

The City shall determine at its sole discretion and provide the release of all public information concerning this RFP process, including selection announcements and contract awards. Those desiring to release information associated with this RFP to the public must receive prior written approval from an authorized representative of the City.

All Proposers are encouraged to independently verify the accuracy of any information provided. The use of any of this information in the preparation of a response to the RFP is at the sole risk of the Proposer.

The Proposer shall not collude in any manner or engage in any practices with any other Proposer(s) that may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the Proposer's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.

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 Proposer to correct insufficient responses that do not completely conform to the instructions contained herein.
6. Waive any technicalities or irregularities 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 Proposer.
10. Not award a contract as a part of, or result of, this RFP process.

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