Request for Proposal

Date: October 23, 2020

Project Title: 2021-2031 Livermore Cultural Arts Vision

Proposed Budget: Up to $125,000

Milestones | Key Dates
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Distribution of RFP | Friday, October 23, 2020
RFP Submission Deadline | Friday, December 4, 2020 by 5:00 pm
Oral Interviews | January 4-15, 2020
Commission for the Arts Recommends Finalist | January 26, 2021
City Council Approval of Agreement | February 22, 2021
Contract Award and Execution | February 23, 2021 – April 6, 2021
Project Begins | Upon Execution, Spring 2021
Project Completion | End of 2021/Early 2022

I. Background:

Livermore, a community of 91,411 residents, is an integral part of the San Francisco Bay Area, successfully competing in the global market as a knowledge-based, resource rich economy. It is powered by its wealth of research, technology, and invention. Livermore's arts, culture, western heritage, and vibrant wine industry provide a unique blend to this special community. The 2018 National Citizen Survey showed that Livermore residents overwhelmingly rated the City as a great place to live. Among Livermore's many attractions are an excellent school system, a highly educated workforce, two world-class National Laboratories, a premier Outlet shopping destination, and an award-winning Downtown district and wine region.

In 2004, the Livermore City Council recognized the importance of Arts organizations, artists, and arts educators in facilitating the City's quality of life, economic vitality, education system, and strong, diversifying communities and created the Commission for
the Arts. The Commission was created to help the City encourage programs for the 
cultural enrichment of the City; make recommendations to the City Council regarding 
local Arts needs, activities, facilities and programs, including needs for visual and 
performing arts facilities; receive input from the community on issues relevant to arts 
policies; develop and recommend to the City Council a 5-10 year Arts plan for the City, 
including goals, implementation strategies and financing methods; and review and 
approve public art. The Office of Innovation and Economic Development currently staffs 
the Commission for the Arts and oversees day-to-day operation of the City’s arts 
program, including writing and guiding responses to this RFP.

In June 2007, ArtsAlive – a Arts Plan for Livermore was adopted by the Council to guide 
Livermore’s arts and cultural development for the next ten years. The plan is a result of 
community input, through interviews and workshops facilitated by consultants The 
Cultural Planning Group and Jerry Allen and Associates. The following are the four 
strategies that were identified in the Arts Plan:

1. Promote the unique sense of place in Livermore, including the creation of an Arts 
District,
2. Ensure the visibility and vitality of Arts organizations, artists, and arts educators for 
all residents and visitors to the City through facilitation of partnerships and support 
for organizational strengthening within the arts, culture and heritage communities,
3. Leverage the innate ability of arts engagement to create a sense of community 
and life-long learning by supporting a diverse range of publicly accessible 
opportunities for all residents, businesses and visitors to participate, with a special 
focus on youth, and
4. Provide long-term, sustainable resources that enable the City to support the arts, 
heritage and culture communities as a resource for all residents, visitors and 
businesses.

The 2007 Great Recession, the 2012 dissolution of Redevelopment, and consequent 
organizational and staffing changes all occurred during the implementation of this plan. 
The plan allowed for flexibility and implementation depended on funding availability. 
Despite the challenges, implementation of the plan resulted in the Art in Public Places 
Program, the Bankhead Theatre and the Downtown Arts District.

II. Scope of Work:
The precise Scope of Consultant Services, to be incorporated into the "Professional Services Agreement" shall be negotiated with the selected consultant. The City requests that the Consultant suggest changes to the Scope of Consultant Services described herein as part of its proposal. The selected consultant will be expected to perform, but shall not be limited to, all of the following:

A. Public Process
   - Identify, describe, lead and implement a comprehensive strategy and methodology for citizen involvement in this Cultural Arts Vision process.
   - Assure residents, user groups, associations and other stakeholders that they are provided with an opportunity to participate in the update of this plan.
   - Conduct various public community meetings, focus groups, individual stakeholder interviews, online feedback sessions or other means of safely gathering feedback during the expected phases of sheltering in place.
   - Attend requested Commission and City Council meetings to provide progress reports.
   - Act as professional facilitators to gather specific information about services, use, preference and strengths, weaknesses, opportunities and threats.
   - Provide well-organized and directed activities, techniques and formats that will ensure that a positive, open and proactive public participation process is achieved.
   - Solicit input from a diverse set of residents, businesses, visitors, artists, event producers and other relevant stakeholders.
   - Provide written reports and summaries of the results of all public meetings.

B. Facility Service Level Analysis
   - Compile an inventory and assessment of the existing civic arts programs, services and facilities. The assessment will include a comparative analysis to communities of similar size and density within the region and use nationally accepted standards. The analysis should consider not only the capacity of each amenity found within the system but also address cost, functionality, accessibility, condition, comfort and convenience. The analysis will also include identification of the best possible providers of cultural and civic art services and recommendations for minimizing duplication of programs and enhancing possibilities for partnerships where appropriate.
   - Provide a user fee analysis of facilities, programs and services.
   - Project the anticipated costs for maintenance and administration of each facility over the next decade.
Use evolving guidelines for venues and large gatherings to forecast long-term impacts to arts organizations and the facility changes needed to effectively serve them.

C. Program and Service Analysis
   • Collect and analyze demographic information on participation, needs, desires, operations, and programming and how this is likely to change over the next decade.
   • Provide an assessment and analysis of the City’s current level of arts programming, services and maintenance and benchmark these against comparable cities.
   • Identify areas of strength, weakness, opportunity and relative competitive advantage.

E. Progress Reporting
   • The consultant and the City’s Project Manager shall hold progress meetings as often as necessary. The consultant shall supply the City’s Project Manager with at least one (1) copy of all completed or partially completed reports, studies, forecasts, maps or plans as deemed necessary by the City Project Manager at least three (3) working days prior to the progress meeting. The City’s Project Manager shall schedule the meetings, as necessary.

F. Action Plan

Utilize the above to develop an Action Plan that recommends a strategic vision for the Arts in Livermore and answers the following policy questions:
   • Where are there service shortfalls or inefficient duplication of services today?
   • What projected trends should we anticipate changing civic arts over the next decade?
   • What recommendations do you have for improving operations, staffing, maintenance, programming or funding?
   • Are the Art in Public Places Program requirements (0.3% for private construction, 1% for public works) set appropriately relative to other comparable jurisdictions and the City’s projected level of development activity?
   • Should we maintain the existing balance of Art in Public Places funds for operational programming (20%) versus acquisition of fixed art infrastructure (80%)?
• Which arts programming or installations especially contribute to other City goals such as civic pride, placemaking, and/or economic development?
• Should we concentrate available funds in designated arts districts or use them to create differentiation by neighborhood or commercial district?
• What are best practices for encouraging local art production while encouraging outside professional artists to participate in local contracting opportunities?
• What opportunities for additional funding, programming or collaboration within the Tri-Valley and Northern California are we missing that would improve civic arts in Livermore?

G. Development of Final Plans and Supporting Materials

The Livermore Cultural Arts Vision must include:
• An Executive Summary.
• A summary of existing conditions, inventories and Level of Service analysis, how individuals access arts programming services in Livermore and what was heard in the public outreach process.
• A summary that includes statistics and trends addressing cultural and civic arts needs in Livermore for the future.
• Incorporate available 2020 U.S. Census data as it pertains to Livermore.
• Develop a set of prioritized recommendations for maintenance and renovation of civic art facilities including any newly proposed/recommended facilities.
• Themes identified through the data-gathering process into goals and strategies.
• Written goals, plans, objectives and policy statements articulating a clear vision or “road map” for future City arts programming.
• Charts, graphs, maps and other data as needed to support the plan and its presentation to the appropriate audiences.
• A Financial Plan.
• An Action Plan.
• A Project Schedule.
• A minimum of one (1) meeting with the Commission for the Arts before the plan is finalized in advance of the adoption of the Cultural Arts Vision.
• A minimum of two (2) meetings with the City Council, one (1) to present the draft Cultural Arts Vision and one (1) at the adoption of the final Cultural Arts Vision.
• A color version of the draft Cultural Arts Vision document consisting of one (1) printed and bound color copy and an electronic copy in a format compatible with the City’s software.
IV. PROJECT OVERSIGHT

This project will be overseen by Adam Van de Water, Innovation and Economic Development Director and City’s Project Manager, along with other designated staff.

V. PROJECT SCHEDULE

The following project timeline is anticipated:

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V. REQUIRED INFORMATION

A. Proposal Preparation

Responses to this RFP must be made in accordance with the specifications as set forth herein. Failure to adhere to any specifications contained herein may be cause to reject your response.

B. Ability to Perform
As part of your response, you must present satisfactory evidence indicating your ability to meet the scope of work as detailed in this RFP. To this end, your response must include the following information:

- The name, address, telephone number, and e-mail address of the individual or firm.
- If appropriate, the names, business address and telephone numbers of the consultant’s company’s officers, directors, and associates and the names and addresses of any parent or subsidiary of your company. Your information should describe the nature of the work and the line of authority of these individuals and/or companies as they relate to this project.
- Names and qualifications of outside consultants and associates that will be employed to assist on this project.
- Your current and past experience as it relates to developing and updating a comprehensive Cultural Arts Vision or Master Plan. Experience with municipalities is required.
- A minimum of three (3) related business references, including the reference’s names, address, phone numbers, and e-mail address, plus a description of the type of work you performed for them.
- A detailed work plan describing your approach to designing, managing and coordinating this project. The description should, at a minimum, include all tasks listed in Section II, “Scope of Consultant Services.” In addition, include any steps/tasks not included in the “Scope of Consultant Services” that the consultant feels would materially affect the quality of the project.
- To the greatest extent possible, please provide a written summary identifying the types of information, data and assistance expected from the City to complete this project.

C. Budget & Schedule

The Commission for the Arts has allocated an amount up to but not to exceed $125,000 for this effort.

Please provide a proposed budget and schedule describing the total cost of completing the above scope of work, including:

- a detailed accounting of all fixed and variable costs.
- an estimated schedule by phase as you see it (i.e., contracting, facility analysis, public outreach, report writing, presentation, final report).
Changes to the proposed scope of work may be negotiated as part of the contract award process.

D. Supplemental Material

You may provide any material and data not specifically required as supplemental information. Additional material may include the following:

- Additional reports and/or descriptions of similar projects you have completed.
- Promotional material describing the consultant’s services
- Additional references.

VI. PROPOSAL SUBMISSION

A. Authorization

If a proposal is being made by an individual, it must be signed with the full name of the consultant and include his/her address. If a proposal is being made by a partnership, it must be signed with a partnership name and by the authorized general partner. If a proposal is being made by a joint venture, it must include the full name, address and signature of each member of the joint venture. If a proposal is being made by a corporation, it shall be signed by the president and the secretary and the corporate seal shall be affixed.

B. Proposal Delivery

Responses should be submitted electronically to Adam Van de Water, Project Manager and Director, Office of Innovation and Economic Development at avandewater@cityoflivermore.net. If, for reasons outside the control of the consultant, an electronic submission is not possible, the consultant shall include one (1) original and nine (9) copies of the proposal in a sealed envelope, plainly marked with the consultant’s name, address, and telephone number, with “Proposal for the City of Livermore's Cultural Arts Vision” clearly visible on the exterior addressed to: City of Livermore, Office of Innovation and Economic Development, 1052 S. Livermore Avenue, Livermore, CA 94550.

It is the consultant’s sole responsibility to see that their proposal is received on or before the submission deadline of 5:00pm on August 17, 2020. The consultant bears all risks and delays associated with delivery of the RFP.
VII. SELECTION PROCESS AND EVALUATION CRITERIA

Proposals will be evaluated by City staff and the Commission for the Arts. As part of the evaluation process, the consultant may be required to attend one or more interviews with City staff and/or Commission for the Arts representatives. If a qualified proposer is identified, a recommendation to award a Service Agreement may be made to the Livermore City Council.

The City reserves the right to act as the sole judge of the content of all proposals. In soliciting proposals, it is the intent of the City to select the best possible service provider based on relevant experience and the content of the proposal. The selection of a consultant will be based upon, but not limited to, the following considerations and criteria:

- Quality of the response to this Request for Proposals, including overall presentation, clarity of vision, language and approach.
- Demonstrated experience with similar project(s) involving municipalities and other public agencies, including sample(s) of relevant work.
- Budget to complete the proposed Scope of Consultant Services.
- Proposer's demonstrated ability to meet project deadlines within budget.
- Thoroughness of material submitted, including the proposed work plan.
- Demonstrated experience of the Consultant’s Project Manager in strategic planning and the public process.
- Management approach to the project and philosophy towards strategic planning.
- Demonstrated ability to lead, facilitate and coordinate projects involving extensive community participation.
- Quality of firm as evidenced by special recognition award(s).
- Demonstrated experience of team (if applicable) working together.
- Results of reference checks.
- Any other considerations deemed pertinent by the City.

VIII. PROFESSIONAL SERVICES AGREEMENT

Should the City select a consultant in response to this RFP, a Service Agreement will be required. While the specific conditions of the Agreement are dependent of the types of services provided, any Agreement will include the Exhibit B (please see attached).
EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance
Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
   $1,000,000/$2,000,000 aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.

3. Workers’ Compensation and Employer’s Liability:
   Statutory limits as required by the State of California including $1,000,000 Employers’ Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers’ Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign “Contractor Release of Liability”.

Deductibles and Self-Insured Retention
All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions
The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional
insured coverage under the Consultant’s/Contractor’s policy shall be primary and non-contributory and will not seek contribution from the City’s insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.

3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.

4. The Consultant’s/Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.

6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

**Verification of Coverage**
Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.