



Sean McGlynn, City Manager
201 N. Broadway, Escondido, CA 92025
Phone: 760-839-4587

Attachment "1"

NOTICE OF REQUEST FOR PROPOSALS

May 15, 2024

Re: Notice of Request for Proposals ("RFP") No. 24-30 – California Center for the Arts, Escondido Facility Use and Operation

The City of Escondido, a California municipal corporation ("City") extends an invitation to companies and organizations ("entity" or "entities") to provide programming, operation, and management services in relation to the California Center for the Arts, Escondido located at 340 N. Escondido Blvd., Escondido, CA 92025 which would maximize community benefit and minimize financial subsidy requirements from the City. Proposals in response to this RFP may be submitted by a single entity, or a single entity as the lead applicant with partner entities.

Prospective entities must submit one proposal as an attachment or weblink to Jennifer Schoeneck via email at Jennifer.Schoeneck@escondido.gov **no later than 5 p.m. on November 1, 2024** ("Submission Deadline"). Any proposals received after the Submission Deadline will not be accepted. Please see Section E of this RFP for a schedule of deadlines.

Questions or comments concerning this RFP may be submitted via e-mail to Jennifer Schoeneck, Director of Economic Development at Jennifer.Schoeneck@escondido.gov **no later than 5 p.m. on July 31, 2024** ("Questions Deadline"). Any questions or comments regarding this RFP received after the Questions Deadline will be disregarded. Emails concerning this RFP should state the following in the subject line: "RFP No. 24-30 – California Center for the Arts, Escondido Facility Use and Operation." Any communication regarding or relating to this RFP prior to the Submission Deadline with any City employee or official other than the Director of Economic Development is strictly prohibited. A summary of questions from prospective entities and City responses will be posted on the City's website by 5 p.m. on August 9, 2024.

Each proposal shall be in accordance with specifications, instructions, and information contained in this RFP. The City reserves the right to reject any or all proposals for any reason it deems necessary, to waive defects or irregularities in any proposal, and to accept the proposal deemed the most advantageous to the City. This RFP does not commit the City to award an agreement or to pay any costs incurred in the preparation of a response to this request.

Sincerely,

Sean McGlynn
City Manager
City of Escondido

A. General

The City of Escondido is located in north San Diego County, approximately 30 miles north of the City of San Diego, California. Escondido is an established community incorporated on October 8, 1888 under the general laws of the State of California. The City's current population is approximately 150,000.

The City of Escondido is a full-service city that operates under a City Council/City Manager form of government. Day-to-day activities of the City are carried out under the direction of the City Manager. The City provides the following services to its citizens: Police, Fire, Water, Wastewater, Streets, Planning, Engineering, Building, Economic Development, and Community Services.

The City of Escondido approved in 1985 the annexation and construction of an arts, theatre and museum complex (Center) to provide a focal point in southern California for the presentation of a variety of world class, visual and performing art events, to encourage diverse cultural activities in programs, and to provide a venue for local events, educational opportunities, and presentations. Construction of the \$81million 191,000 square foot facility was completed in 1994. The California Center for the Arts, Escondido (referred to herein as "CCA" and "Facility") is located at 340 N. Escondido Boulevard, Escondido, California 92025.

The Facility is currently operated and managed by the California Center for the Arts, Escondido Foundation pursuant to a management agreement set to expire on June 30, 2025. Also, within the Facility campus, the City holds a long-term lease with A Step Beyond through 2048.

B. Project Description

The City desires to enter into a long-term agreement with a company or organization ("entity" or "entities") to activate the California Center for the Arts, Escondido property and facilities, and to provide programming in a way that maximizes community benefit minimizes a financial subsidy from the City ("Project"). Proposals may be submitted by a single entity, or a single entity as the lead applicant with partner entities.

Entities responding to this RFP must be prepared to undertake in the most efficient manner possible, all aspects of management, marketing, and operations of the Facility, leveraging the economic development investment made by the City in the CCAE. Respondents to this RFP are expected to meet or exceed the minimum qualifications described herein.

Within 90 calendar days of the City's Notice of Award of the Project, the entity shall enter into a services agreement with the City in substantially the same form as **Attachment A** to this RFP, which is incorporated herein by this reference. Pursuant to the services agreement resulting from this RFP, the City will grant the selected entity the right to use and operate the Facility.

C. Scope of Services and Deliverables

The City is willing to explore creative uses of the Facility as expressed in proposals by entities for the Project. In the proposal, the entity must demonstrate the following:

- Propose the intended use and purpose for the entirety of the property and Facility;
- How the intended purpose and use will maximize community benefit;

- Strong ability of the entity to perform all management and maintenance of similar facilities and programming with minimal City financial subsidy;
- Describe any partnerships or other entities working in collaboration with the entity for the proposal;
- Outline any potential alterations or maintenance to the Facility by the entity and the ability to finance these improvements; and
- Entity’s ability to perform the items listed above.

D. Right to Submitted Material

This RFP does not commit the City of Escondido to award a contract, to pay any costs incurred in the preparation of a proposal or agreement, or to procure or contract for, any services. The City reserves the right to accept or reject any or all proposals received as a result of this RFP, or to amend, cancel (in part or in whole) this RFP if it is in the City’s best interest to do so. All proposals, reports and data submitted to the City shall become the property of the City of Escondido and may not be returned.

E. Proposal Deadlines and Schedule

The following is an estimated schedule relating this RFP:

Activity	Date
Application Opens	Wednesday, May 15, 2024
Informational Zoom Call	Thursday, June 6, 2024
Required In-Person Tour (Tour 1)	Thursday, June 13, 2024
Deadline to Submit Questions	Wednesday, July 31, 2024
Questions Posted	Friday, August 9, 2024
Optional In-Person Tour (Tour 2)	Thursday, August 29, 2024
Proposals Due	Friday, November 1, 2024
Review Proposals	November - December 2024
Interviews	December 2024 - January 2025
Negotiations and Contract	January - April 2025

Note: The City reserves the right to make modifications to the schedule outlined above.

To attend the Required In-Person (Tour 1) and the Optional In-Person Tour (Tour 2), please notify Jennifer Schoeneck via email Jennifer.Schoeneck@escondido.gov no later than 2 p.m. PST on the day before the tour, the primary point of contact for the tour with their cell phone number.

F. Proposal Content

Prospective entities are responsible for preparing and timely submitting an effective, clear, and concise proposal. Proposals do not have a page limit. Each proposal shall demonstrate the qualifications, competence, and capacity of the prospective entities to perform the services described within the timeframe in the table above, and in conformity with the requirements of this RFP.

To be considered responsive, proposals must contain the following information in the order listed:

1. Cover Letter: A cover letter introducing the entity and the individual who act as the entities project manager. The letter should specifically state the proposer's understanding of the work to be accomplished and briefly outlines the entity's strengths in providing the required services.
2. Qualifications and Experience: Overview of the entity, the leadership of the entity, the entity's history and other similar projects that demonstrate expertise.
3. Outline of the purpose and use of the Facility: describe how the entity will maximize community benefit and maintain financial sustainability.
4. Initial proposed terms: proposed agreement type, lease rate, and revenue share if applicable
5. Three case studies or examples of previous work demonstrating entity's ability to deliver on the proposed project.
6. Three references that can attest to the entity's ability to deliver on the proposed project.

G. Minimum Qualifications

Qualifications will be reviewed and evaluated based on the criteria set forth in this RFP. Proposers (the entity, or the individual firms that comprise a joint venture) must meet or exceed the following criteria:

- Must be legally capable (i.e. have all required permits, licenses, and approvals) of operating within the State of California and City of Escondido;
- Must have at least five consecutive years of successful experience managing and operating public assembly facilities similar to the California Center for the Arts, Escondido; and
- Strong preference toward entities with experience in operating such a facility on behalf of a public entity, such as a City or County government, or public building authority.

H. Selection Process

The agreement resulting from this RFP will be awarded to the most responsive and responsible entity whose proposal conforms to the requirements of this RFP and is considered to be the most advantageous to the City, taking into consideration not just the proposal price, but also the evaluation criteria set forth in this RFP. The City will act as the sole judge of information submitted in response to this RFP. The City reserves the right to: (i) request additional information or clarification of any submitted information, (ii) cancel or amend this RFP, including the proposal evaluation process, at any time, and (iii) not enter into any contract resulting from this RFP and issue similar solicitations in the future.

Evaluation Criteria will be based on the following:

Criteria	Point Value
Background and experience of the entity	20 Points
Ability to maximize community benefit	20 Points
Financial viability of the entity	30 Points
Proposed Terms	30 Points
Total	100 Points

I. General Conditions

PLEASE READ CAREFULLY. THE FOLLOWING GENERAL TERMS AND CONDITIONS ARE A PART OF ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP AND THE RESULTING CONTRACT.

This RFP as advertised, the specification requirements detailed in this RFP (including the following General Provisions), and documents on file with the City pertaining to this Project are subject to all provisions of the Ordinances of the City of Escondido. Each prospective company or organization submitting a response to this RFP warrants that the submitted proposal is genuine and non-collusive, or made in the interest of any person, firm, or corporation. A non-collusion declaration (which immediately follows these General Conditions) shall be properly completed and returned with the proposal documents.

In submitting a proposal in response to this RFP, each prospective entity agrees to the following general terms and conditions:

1. **Public Information:** The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal in response to this RFP indicates the prospective entity's acceptance of all terms and conditions contained in this RFP, including all exhibits and attachments hereto, unless clearly and specifically stated otherwise.
2. **Confidential Information:** Any information deemed confidential or proprietary should be clearly identified by the prospective entity as such. Information identified as confidential or proprietary will be protected and treated with confidentiality to the extent permitted by applicable local, state, and federal law.
3. **Addendums:** The City reserves the right to amend, alter, or revoke this RFP at any time. Any modifications, clarification, or additions will be distributed via email as an addendum.
4. **Proposal Preparation Cost:** The City is not obligated to reimburse any prospective entity for expenses incurred in preparing proposals in response to this RFP. All Prospective entities shall bear their own costs, fees, and expenses incurred in preparing proposals in response to this RFP.
5. **Withdrawal of Proposal:** A prospective entity may modify or withdraw their proposal, either personally or by written request via email, at any time prior to the Submission Deadline. Such requests should be directed to the Director of Economic Development or representative.
6. **Inaccuracies or Misinterpretations:** Subject to the City's sole discretion, the City may terminate a prospective entity from the RFP process or terminate any agreement with the Prospective entity if the City determines that said Prospective entity has: (i) made a material misstatement, (ii) made a material misrepresentation, or (iii) provided materially inaccurate information.
7. **Optional Items:** Prospective entities may elect to provide recommendations and pricing for optional items. Pricing for optional items shall not be included in the minimum requirements

pricing.

8. Business License: The successful entity shall be required to obtain a City of Escondido Business License.
9. Signature: All proposals shall be signed in the name of the prospective entity and shall bear the original signature in longhand of the persons duly authorized to sign the proposal. Obligations assumed by such signature shall be fulfilled.
10. Right to Reject Proposal: The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The City is not obligated to explain or justify its selection or rejection of any Prospective entity. All proposals submitted in response to this RFP shall immediately become property of the City.
11. Right to Conduct Personal Interviews: The City reserves the right to conduct personal interviews or require oral presentations of any or all prospective entities prior to selection.
12. Right to Request Additional Information: Prospective entities shall furnish additional information as the City may reasonably require. The City reserves the right to investigate the qualifications of prospective entities as it deems appropriate.
13. Right to Determine Financial Responsibility and Viability: The City reserves the right to request information pertaining to the financial stability of a prospective consultant to allow an appraisal of a prospective consultant's current financial condition.
14. Understanding the Services to be Performed: By submitting a proposal in response to this RFP, each prospective consultant certifies that they have fully read and understand this RFP and have full knowledge of the scope, nature, quantity, and quality of services to be performed.
15. Award of Contract: Proposals submitted in response to this RFP will be analyzed and the contract awarded to the responsible prospective consultant whose proposal conforms to this RFP and is considered to be the most advantageous to the City, taking into consideration not just the proposal price, but also the evaluation criteria set forth in this RFP.
16. Contract Funding: The City's funding of any agreement resulting from this RFP shall be on a fiscal year basis and is subject to annual appropriations. Prospective consultant acknowledges that the City is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this RFP shall constitute an obligation of future legislative bodies of the City or State to appropriate funds for any agreement resulting from this RFP. Accordingly, prospective entities acknowledge and agree that the funding for any agreement resulting from this RFP shall be contingent upon appropriation of funds.
17. City Provisions to Prevail: The terms of this RFP and the terms of any agreement resulting from this RFP shall govern the services. Any standard terms and conditions of the successful entity shall not be acceptable to the City unless expressly agreed to by the City by separate document. The City reserves the right to reject a proposal containing

unacceptable conditions as non-responsive as a condition of evaluation or award of the proposal.

- 18. Equal Employment Opportunity: The entity awarded the project shall comply with all equal employment opportunity provisions of federal, state, and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the entity and be in effect during the performance of any agreement resulting from this RFP.
- 19. Agreement: Entities submitting a proposal in response to this RFP shall be prepared to use the City's standard agreement and engage in discussions to create a final agreement with the City.
- 20. Prospective Entity's Invoices: Invoices shall be prepared and submitted to the City Manager's Office, ATTN: Lori Pike, 201 N. Broadway, Escondido, CA 92025 or via email to Lori.Pike@Escondido.gov. Invoices shall be submitted on a monthly basis and contain the following information: Purchase Order number, description of services rendered, rates, quantities, extended totals, and remaining balances. Invoices should include all applicable sales or other taxes, and shall be remitted to appropriate agencies on the City's behalf. All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.
- 21. Payment Terms: The City's payment terms are Net 30 days from date of invoice. No pre-payment or partial up front down payment will be made for any services or equipment. The time period allowed for payment, as indicated on the face hereof or offered by quote, bid, or proposal shall commence upon receipt of Prospective entity's invoice or upon receipt of the goods or services, whichever is later.
- 22. Insurance Requirements: The successful entity must have insurance in accordance with the requirements listed in the negotiated agreement after final entity is selected.
- 23. Public Agency Clause: It is intended that other public agencies (e.g., city districts, public authorities, municipal utilities, public school districts and other political subdivisions or public corporations of California) shall have the option to participate in any award made as a result of this solicitation. The City shall incur no financial responsibility for their order placement and payments to the successful entity. This option shall not be considered in proposal evaluation. State whether said option is granted:

YES

NO

NONCOLLUSION DECLARATION

TO BE EXECUTED BY PROSPECTIVE ENTITY AND SUBMITTED WITH PROPOSAL

The undersigned declares:

The foregoing proposal submitted in response to the City of Escondido's Request for Proposals No. No. 24-30 – Community Arts, Culture and Entertainment Center: Facility Use and Operation for the California Center for the Arts, Escondido is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, foundation, or corporation. The proposal is genuine and not collusive or sham. The prospective entity has not directly or indirectly induced or solicited any other prospective entity to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any prospective entity or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The prospective entity has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the prospective entity or any other prospective entity, or to fix any overhead, profit, or cost element of proposal price, or of that of any other prospective entity. All statements contained in the proposal are true. The prospective entity has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Each individual executing this declaration on behalf of a prospective entity that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the prospective entity.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____.
Date

Signature

Signature

Title _____

Title _____

Of _____

Of _____

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

City of Escondido

No. 24-30 – Community Arts, Culture and Entertainment Center: Facility Use and Operation

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Attachment A – Sample Agreement

Attachment B – Map of Facilities

Attachment C – City Expenses Excel Document