

Rivoli Theater Lease - Request for Proposals

RFP# 2015-05

INTRODUCTION The City of Springville invites proposals to enter into a long term lease of the Rivoli Theater (“Playhouse”) on Main Street in Springville, Utah. Through this Request for Proposals (RFP) process the City is seeking prospective tenants that support and further Springville’s vision and mission. The City will evaluate proposals in the context of two primary goals: One goal will be to secure a financially stable tenant that will effectively manage, operate and maintain the Playhouse facility. The second goal will be to use the facility to support and foster the presentation of artistic and/or cultural activities in Springville.

Goal: We are the ‘Art City’ where living is an art, grounded in our heritage, strengthened by our community spirit, and inspired by our beautiful surroundings. We have a commitment to enhancing our heritage for future generations.

Objective 3: Provide activities and places that will continue to enhance the ‘Art City’ image.

Springville City 2011 General Plan.

It is hoped that the successful proposer will fulfill the practical need for a tenant that can assume financial responsibility for the Playhouse and the aspirational desire to foster the growth and development of arts and culture in the region. The City requests that proposers craft creative proposals that address their needs while considering the City’s goals.

1. BACKGROUND The Playhouse is located on Main Street between 200 and 300 South. The theater has been known by several names and has operated as both a stage and screen theater for decades. The theater is in poor repair. Since acquiring the theater several years ago, the City has made minor repairs to the facility, but major repairs have never been fully funded. The City has explored a variety of internal and external operating models and has recently settled on seeking a long-term tenant for the facility.
2. SPRINGVILLE MASTER PLAN The use and development of Springville is guided by the Springville City 2011 General Plan. Springville City supports the arts in numerous ways in accordance with the Art City moniker. The City Council desires to enhance the ‘Art City’ image by expanding art offerings in the community beyond the visual arts.
3. FACILITY The facility is comprised of one building on Main Street. The Playhouse includes two partial basements, a main floor and a partial balcony.

A. Playhouse. The Playhouse is an approximately 8,550 sq. ft. structure. The facility has a stage with newly installed, used seats. The main floor currently seats 266. The rear of the stage has a stairway to dressing rooms in poor repair. Wing space and fly space is very limited. Some storage space is available beneath the lobby. The balcony may not be publicly used without upgrades.

C. Furniture, Fixtures and Equipment (FF&E). The facility comes equipped with a limited inventory of sound, lighting and stage equipment.

4. FACILITY IS PROVIDED AS IS. The Playhouse and associated FF&E are being made available as is. Tours: The condition of the building should be evaluated by proposers. Tours of the facility may be arranged by contacting Mr. Shaun Orton by telephone at 801-491-7880 or by email at sorton@springville.org.

5. MAJOR PROPOSAL PARAMETERS If a proposal is selected, the proposer will negotiate and execute a lease agreement with Springville City which details the standards of performance based on the proposal. The lease agreement must comply with all applicable City of Springville code, ordinances, laws, rules and regulations. Any lease agreement will be subject to approval by the Springville City Council.

A. Term of Agreement. The Playhouse will be available for occupancy June 5, 2015. Springville City will consider agreements with a term of up to a maximum of twenty (20) years, including option periods, if any. Springville City will also consider lease/purchase and or purchase options from proposers. The amount of any proposed capital investment and reinvestment will be a consideration in evaluating the term and conditions of any agreement. At the end of the agreement term, including the exercise of any option periods, all capital improvements shall become the property of the City unless alternative arrangements have been negotiated.

B. Capital Investment and Major Maintenance. Proposers are expected to fully fund all capital and operating costs of the facility. No City funding is available for renovation of the facility, but the City is willing to entertain capital investment as a part of the lease terms.

C. Rent/Public Benefit. Springville prefers proposals with terms that include full payment of rent, but will consider proposals that include payment of reduced rent in exchange for the provision of measurable public benefits. Proposers demonstrating measurable public benefit may propose rental terms which take into consideration and itemize an appropriate value for the public benefits provided.

D. Demand Dates. Any final agreement with the City will reserve certain dates, spaces and equipment for City or City-authorized use without charges imposed by the tenant. City staff will be used to staff these events. Up to five (5) "Demand Dates" for City or City-authorized use may be a condition of the lease.

E. Springville Playhouse. While not a requirement, the ideal proposal would include an opportunity for the Springville Playhouse to occasionally produce a show at the Playhouse.

6. FACILITY OPERATING PARAMETERS

A. Parking. Springville has significant on street parking near the Playhouse. No dedicated parking is assigned to the Playhouse.

B. Truck Access. The City will enable truck access to the rear of the Playhouse for loading and unloading of vehicles at the Playhouse.

C. City Supplied Services. The City will supply and the tenant will reimburse the City for the following utilities and services: water, sewer, and power. If any modification or improvement of the existing utility services is necessary for the proposer's use, the tenant will be responsible for the cost of such services. The City, at the tenant's option, is willing to provide refuse collection and recycling services if the tenant delivers all refuse and recycling materials to the collection location and reimburses the City for costs.

D. Proposer Supplied Services. The tenant will arrange and pay for electricity, gas, telecommunications, interior janitorial and custodial services, and interior and exterior building maintenance and repairs. The tenant, at its option, may contract with the City to provide some of these services.

E. Insurance. At a minimum, the tenant will secure, or cause its subtenants to secure, commercial general liability, automobile liability, worker's compensation and property insurance for the facility, naming the City as an additional insured where required.

F. Licenses and Taxes. The tenant shall pay all applicable taxes, license and occupation taxes, and leasehold excise tax, if required.

G. Catering and Concessions. The tenant may have the exclusive right to engage in the sale of food and/or beverages to customers in the facility. Tenant, at their expense, will acquire all necessary licensing from the Utah County Health Department to operate a concession. Any improvements necessary to operate a concession will be at the sole expense of the tenant.

7. SUBMITTAL REQUIREMENTS Proposals shall consist of the following items and should be limited to no more than twenty-five (25) pages. Failure to respond fully may disqualify your proposal.

A. Provide a general overview of your organization including the organization's structure and purpose and proof of financial stability for each of the last three years.

B. Present a detailed plan of your proposed use and clearly indicate if and how you are proposing to include the Springville Playhouse in that use, if at all.

C. Outline the proposed program, how it will be managed and operated including days and hours of operation, staffing and activity plan and/or event schedule.

D. Outline the proposed term and financial return to Springville City.

E. Explain how your proposal contributes to the City of Springville's mission and vision.

F. Provide a proposed implementation schedule, assuming the site becomes available June 5, 2015.

G. Provide specific information on your organization's financial condition, including anticipated loans or funding efforts necessary to implement your proposal. If you have experience with the type of programming being proposed, submit related financial data for the past experience. Proposers do not need to submit a complete proposal pro-forma as part of the initial RFP submittal, but should understand that any proposer whose proposal is selected for short list presentations may be asked to prepare and submit a full pro-forma and proof of financial viability as part of the short list presentation.

7. SUBMITAL DUE DATE To be considered, One (1) hard copy of the proposal is due in the Springville City Administrative Offices, 110 South Main, Springville, Utah 84663 by 5:00 p.m. on May 22, 2015 marked clearly with RFP #2015-05 on the outside of the envelope or bid document.

8. EVALUATION CRITERIA Proposals will be evaluated based on the following factors:

A. Compatibility with and contribution to Springville's vision and mission.

B. The proposer's proven ability to create and manage high quality experiences for users for a minimum of three (3) years.

C. Proposer's sound financial condition over time, including the proposer's ability to provide future investment in the facility and programs.

D. Proposed financial return to the City.

E. Proposer's demonstrated ability to manage, operate and maintain an arts/cultural facility.

F. Proposed collaboration with and fostering of artistic and/or cultural organizations.

10. SPRINGVILLE CITY RIGHTS AND OPTIONS

A. Springville reserves the right to reject any or all proposals, to waive any irregularities or informality with respect to any proposal and to modify the review period and/or request additional information from proposers to inform and support the evaluation process. No agreements or understandings between Springville and the selected proposer(s) shall be binding until agreement documents have been duly executed after approval by the City Council.

B. The final agreement with the successful proposer will require compliance with applicable City of Springville Municipal Code and ordinances.

C. In the event that the successful proposer does not execute an agreement as noted herein, the award of the agreement may then be made to another proposer or Springville may decide to call for new proposals.

D. Springville will not be responsible for, or pay for, any expenses incurred by the proposer in the preparation or presentation of any proposal.

11. INQUIRIES Questions and inquiries regarding any aspect of the proposal documents or any other matter relating to this RFP may be directed in writing to: Alex Roylance, aroylance@springville.org, 110 S. Main, Springville, Utah 84663.