Request for Proposal

For CMU 2746 Theatre Management/Operations Services

RFP Issue Date:    July 14, 2023
Proposal Due Date: August 14, 2023, 11:00am MST
Issued By:        Donovan Harwell
                   Purchasing Specialist/Buyer
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Section 1: Administrative information

1. Issuing Office
This Request for Proposal (RFP) is issued by the Colorado Mesa University (University) Purchasing Department on behalf of the Office of Student Services. The Purchasing Department is the SOLE point of contact concerning this RFP. All communication must be done through the Purchasing Department.

2. Official Means of Communication
During the solicitation process for this RFP, all official communication between the Purchasing Department and Offerors will be via postings on the Rocky Mountain E-Purchasing System (RMEPS) website at: https://www.rockymountainbidsystem.com. The RMEPS website offers both free and paid registration options that allow for full access of the solicitation documents and for electronic submission of proposals. NOTE: Free registration on the site may take up to 24 hours to process; plan registration to allow time for on-time bid submission. The University does not have access or control of the vendor side of the RMEPS site; contact RMEPS directly to resolve any issues encountered prior to response deadline at (800) 835-4603.

The Purchasing Department will post notices which will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Offeror. It is incumbent upon Offerors to carefully and regularly monitor the RMEPS website for any such postings.

The Purchasing Department will also post communications through the University Open Solicitations website at: https://www.coloradomesa.edu/procurement-payment/open-solicitations.html. Information on this website is for reference only; the RMEPS website is the platform of record. It is incumbent that bidders review the University’s Solicitation Instructions.

3. Purpose
This RFP provides prospective Offerors with sufficient information to enable them to prepare and submit proposals for consideration by the Purchasing Department to satisfy the need for expert assistance in the completion of the goals of this RFP.

4. Definitions
A. In the following RFP, the term “University” shall be understood to mean “Colorado Mesa University.”
B. In the following RFP, the term “Offeror” shall be understood to mean the individual, company, corporation, or firm formally submitting a response to this RFP and may also be referred to as the “Bidder,” “Vendor” or “Contractor.”
C. In the following RFP, the term “Response” shall be understood to mean a written offer to provide goods and/or services in accordance with the general conditions, instruction, and specifications stated herein with the exceptions clearly stated, and may be used interchangeably with the terms “Proposal” and “Bid.”

5. Scope
This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.
6. Schedule of Activities

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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</thead>
<tbody>
<tr>
<td>RFP Issue Date</td>
<td>07/14/2023</td>
</tr>
<tr>
<td>Pre-bid Meeting (virtual)</td>
<td>07/27/2023 at 11:00am MST</td>
</tr>
<tr>
<td>Written Inquiries Due</td>
<td>07/31/2023 at 11:00am MST</td>
</tr>
<tr>
<td>Response to Written Inquiries</td>
<td>08/03/2023</td>
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<tr>
<td>Proposal Submission Deadline</td>
<td>08/14/2023 at 11:00am MST</td>
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<tr>
<td>Oral Presentations (if necessary)</td>
<td>Week of 08/21/2023 (estimated)</td>
</tr>
<tr>
<td>Notice of Award</td>
<td>Week of 08/28/2023 (estimated)</td>
</tr>
<tr>
<td>Contract Issued</td>
<td>Week of 09/04/2023 (estimated)</td>
</tr>
</tbody>
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7. Inquiries
Offerors may make written, email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Offerors shall confirm successful receipt of said inquiries.

For this RFP, send all inquiries to Donovan Harwell, Purchasing Specialist/Buyer at dlharwell@coloradomesa.edu.

Response to any Offeror’s inquiries will be published as a modification on the RMEPS website and the University Open Solicitations website in a timely manner per the Schedule of Activities. Offerors should not rely on any other statements that alter any specification or other term or condition of the RFP.

8. Addendum or Supplement to Request for Proposal
In the event that it becomes necessary to revise any part of this RFP, an addendum notice will be posted on the RMEPS website and the University Open Solicitations website. Bidders shall not rely on any other interpretations, changes, or corrections.

9. Written Inquiries and Responses
Any explanation desired by an Offeror regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing and clearly marked with the RFP number and title. Inquiries can be emailed to the point of contact for the Request for Proposal; it is incumbent upon the Offeror to verify receipt of written inquiries. Written responses to inquiries will be provided as an addendum to be posted on the RMEPS website and the University Open Solicitations website on the date shown in the Schedule of Activities.

10. Modification or Withdrawal of Proposals
Proposals may be modified or withdrawn by the Offeror prior to the established submission due date and time.

11. Proposal Submission
Proposals must be received on or before the date and time indicated in the Schedule of Activities. Bids will be accepted electronically through the RMEPS website. The Vendor Signature Form MUST be signed by the Offeror or an officer of the Offeror legally authorized to bind the Offeror to the proposal. The Vendor Signature Form is to be included with the proposal. Proposals which are determined to be at a variance with this requirement will not be accepted.

12. Acceptance of RFP Terms
A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the Offeror, or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Offeror of all terms and
conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the University’s RFP. 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.

13. Bid Opening
Due to the complexity of this Proposal, information provided at the Bid Opening shall be restricted to the NAME AND NUMBER OF RESPONDERS. Inspection of the Offerors’ proposals will not be allowed until after the notice of intent to award if posted on the RMEPS website.

14. Oral Presentations/Site Visits
The Evaluation Committee may conclude after the completion of the proposal evaluation that oral interviews/presentation and/or demonstrations are required to determine the successful Offeror. All Offerors may not have an opportunity to interview/present and/or give demonstrations. The presentation process will allow the Offerors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Offeror’s key personnel may be required to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, etc.) may be accepted. Additional written information gathered in this manner shall not constitute replacement of proposal contents. Once oral interviews/presentations and/or demonstrations have been completed the University reserves the right to make a contract award without any further discussion with the Offerors regarding the proposals received. Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the Offeror.

15. Protested Solicitations and Awards
Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the University Purchasing Manager. The protest shall be submitted in writing within seven working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. [Reference Colorado Revised Statutes (CRS) Section 24-109-101 et. seq., 24-109-201 et. seq., and Colorado Procurement Rules R-24-109-101 through R-24-109-206.]

With regard to the emphasized language above, it is important for Offerors to note that a challenge to the solicitation’s requirements or specifications should be made within 7 days of when the protested item is known. In other words, if you believe that the solicitation contains a requirement you want to protest, the protest should be submitted within the 7-day time period, even if that means it is filed during the time the solicitation is still open.

As noted in the paragraph above, announcement of the apparent winning Offeror will be made via a posting on the RMEPS website. The requirement for timely submission of any protest (7 working days) will begin on the first working day following posting of the award notice on the RMEPS website.

16. Confidential/Proprietary Information
Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. The Offeror must state specifically what elements of the proposal are to be considered confidential/proprietary. Confidential/proprietary information must be readily identified, marked, and separately packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.
17. RFP Response Material Ownership
All material submitted regarding this RFP becomes the property of the University. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of § 24-72-201 et.seq. CRS, as amended, Public (open) Records.

18. Proposal Prices
Estimated proposal prices are not acceptable. Proposal prices will be considered to be your best and final offer, unless otherwise stated in the RFP. The proposal price will be considered in determining the apparent successful Offeror.

19. Discussion with Responsible Offerors and Revisions to Proposal
Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirement. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

The University reserves the right to hold discussions with Offerors who have been found to be in the competitive range, such discussions may result in the University conducting Best & Final Offers.

20. Selection of Proposal
As described within the RFP, an Evaluation Committee will review and score offers submitted and make a recommendation for award. The selection will be for award to the responsible Offeror whose proposal is determined to be most advantageous to the University. The Purchasing Department, after review and approval of the evaluation committee’s written recommendation, will notify all Offerors via a posting on the RMEPS website of the results of the RFP evaluation. The posting will be an announcement of the "Notice of Intent to Make an Award" will name the apparent successful Offeror.

21. Award of Contract
The award will be made to the responsive and responsible Offeror whose proposal, conforming to the RFP, will be the most advantageous to the University, price and other factors considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the University may elect to cancel the “Notice of Intent to Make an Award” letter and make the award to the next most responsible Offeror.

22. Acceptance of Proposal Content
The contents of the proposal (including persons specified to implement the project) of the successful Offeror will become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract may result in cancellation of the award and such Offeror may be removed from future solicitations. Under these conditions, the University reserves the right to enter into negotiations with the next ranking bidder on the same terms and conditions as set forth in the Request for Proposal.

23. Standard Contract
The successful bidder will enter into a contract with the University. The state contract contains certain required provisions for doing business with the state of Colorado, labeled “Special Provisions.” The Special Provisions are required to be contained in every state contract without modification or exception. The Offeror shall include with its proposal a separate page entitled “Exceptions to Contract Terms,” setting forth in detail all objections and exceptions it may have to any other terms and provisions contained in the special provisions, and failing such, shall be deemed to have accepted such terms and provisions. Failure to accept the University’s standard contract
provisions may result in cancellation of the award. The state contract, including the Special Provisions, is attached electronically as a separate PDF document.

24. RFP Cancellation
The University reserves the right to cancel this Request for Proposal at any time, without penalty.

25. Ownership of Contract Products/Services
Proposals, upon established opening time, become the property of the University. All products/services produced in response to the contract resulting from this RFP will be the sole property of the University unless otherwise noted in the RFP. The contents of the successful Offeror’s proposal will become contractual obligations.

26. Incurring Costs
The University is not liable for any cost incurred by Offerors prior to issuance of a legally executed contract. No proprietary interest of any nature shall accrue until a contract is awarded and signed by all concerned parties.

27. Non-Discrimination
The Offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, or sex.

28. Rejection of Proposals
The University reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of the University.

29. Parent Company
If an Offeror is owned or controlled by a parent company, the main office address and parent company’s tax identification number shall be provided in the proposal. The tax identification number provided must be that of the Offeror responding to the RFP.

30. News Releases
News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by the University.

31. Contract Cancellation
The University reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the offeror.

32. Certification of Independent Price Determination
   A. By submission of this proposal, each Offeror, and in the case of a joint proposal, each party thereto, certified as to its own organization, that, in connection with this procurement:
      1. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
      2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Offeror or to any Competitor; and
      3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
   B. Each person signing the Vendor Signature Form of this proposal certified that:
1. They are the person in the Offeror's organization responsible within that organization for the
decision as to the prices being offered herein and that they have not participated, and will not
participate, in any action contrary to (A)(1) through (A)(3) above; or
2. They are not the person in the Offeror's organization responsible within that organization for the
decision as to the prices being offered herein but that they have been authorized in writing to act as
agent for the persons responsible for such decision in certifying that such persons have not
participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as
their agent does hereby so certify; and they have not participated, and will not participate, in any
action contrary to (A)(1) through (A)(3) above.

C. A proposal will not be considered for award where (A)(1), (A)(3), or (2) above has been deleted or modified.
Where (A)(2) above has been deleted or modified, the proposal will not be considered for award unless the
Offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the
disclosure and the head of the agency, or their designee, determines that such disclosure was not made for
the purpose of restricting competition.

33. Conflicts of Interest
The holding of public office or employment is a public trust. A public officer or employee whose conduct departs
from their fiduciary duty is liable to the people of the state. Rules of conduct for public officers and state employees:

A. Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor
has breached their fiduciary duty.

B. A public officer or a state employee shall not:
   1. Engage in a substantial financial transaction for their private business purposes with a person whom
      they inspect, regulate, or supervise in the course of their official duties;
   2. Assist any person for a fee or other compensation in obtaining any contract, claim, license, or other
      economic benefit from their agency;
   3. Assist any person for a contingent fee in obtaining any contract, claim, license, or other economic
      benefit from any state agency, or
   4. Perform an official act directly and substantially affecting to its economic benefit a business or other
      undertaking in which they either have a substantial financial interest or is engaged as counsel,
      consultant, representative, or agent.

C. A head of a principal department or a member of a quasi-judicial or rule-making agency may perform an
official act notwithstanding paragraph (4) of subsection (B) of this section if their participation is necessary
to the administration of a statute and if they comply with the voluntary disclosure procedures under CRS
section 24-18-110.

D. Paragraph (3) of subsection (B) of this section does not apply to a member of a board, commission, council,
or committee if they comply with the voluntary disclosure procedures under CRS 24-18-110 and if they are
not a full-time state employee. Reference CRS 24-18-108.

34. Taxes
Colorado Mesa University, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal
Revenue Code Registration No. 84-6000546) and from all state government use taxes (Ref. Colorado Revised
Statutes Chapter 39-26.114(a)). Our Colorado State Sales Tax Exemption Number is 98-03693. Seller is hereby
notified that when materials are purchased in certain political subdivisions the seller may be required to pay sales
tax even though the ultimate product or service is provided to the state of Colorado. This sales tax will not be
reimbursed by the state.
35. **Assignment and Delegation**
Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

36. **Availability of Funds**
Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the University and the state of Colorado.

37. **Bid Bonds/Security**
If the RFP so states, a bid security in an amount equal to 5% of your proposal shall be furnished if your proposal exceeds $50,000. If the specifications so state, it may be required for projects of less than $50,000. Not required for this Bid.

38. **Contractor’s Performance Bond**
Not required for this Solicitation.

39. **Standard Insurance Requirements**
   A. The Offeror shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:
      1. Workers’ Compensation Insurance as required by state statute, and Employer’s Liability Insurance covering all of offeror’s employees acting within the course and scope of their employment.
      2. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent offerors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
         i. $1,000,000 each occurrence;
         ii. $2,000,000 general aggregate;
         iii. $2,000,000 products and completed operations aggregate; and
         iv. $50,000 any one fire.
      3. Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit as follows: $1,000,000 each accident combined single limit.
   B. Colorado Mesa University shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the University.
   C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to the University.
   D. The offeror will require all insurance policies in any way related to the contract and secured and maintained by the offeror to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the University, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
   E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the University.
   F. The offeror shall provide certificates showing insurance coverage required by this contract to the University within seven business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to
the expiration date of any such coverage, the offeror shall deliver the state certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the University may request in writing, and the offeror shall thereupon within 10 days supply to the University, evidence satisfactory to the University of compliance with the provisions of this section.

G. Notwithstanding subsection A of this section, if the offeror is a “public entity” within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended (“Act’), the offeror shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the University, the contractor shall show proof of such insurance satisfactory to the University.

40. Independent Contractor Clause
All personal service contracts must contain the following clause:

“The contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither the contractor nor any agent or employee of the contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income tax withholding, shall provide and keep in force worker’s compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the contractor, its employees and agents.”

41. Indemnification
To the extent authorized by law, the contractor shall indemnify, save and hold harmless the University, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.

42. Venue
The laws of the state of Colorado, U.S.A. shall govern in connection with the formation, performance, and the legal enforcement of any resulting contract. Further, Title 24, C.R.S. as amended, Article 101 through 112 and Rules adopted to implement the statutes govern this procurement.

Section 2: Background, Overview, and Goals

1. Background
Colorado Mesa University (CMU) is excited to announce the opening of a new theatre on our campus, in Grand Junction, Colorado. We are currently seeking proposals from qualified and experienced management groups specializing in theatre venue management services including promotion and recruitment for this state-of-the-art facility, which is set to open its doors in the Fall of 2024. The chosen management group will play a crucial role in achieving our goals of profitability, raising the profile of our university, and enhancing awareness of our region and state. The facility will have a teaching component as well, with the management group collaborating with both the CMU Theatre Arts and Music Departments.

Under construction and slated for opening Fall of 2024, is the state-of-the-art theatre complex adjacent to Hotel Maverick (a University-owned teaching hotel operated by a third party hospitality management company). The new theatre complex will be the only venue of its kind between Denver and Salt Lake City, thus allowing CMU to host touring companies and performers to expand offerings for our region. The new theatre will seat over 850 patrons.
and will include stage and support facilities adequately sized to host major productions. The theatre complex will also include a 150-person event space/gallery and catering staging spaces to be used for internal and external meetings, meals, presentations, etc. Once open, the new theatre complex will naturally prioritize CMU-produced events during the academic year but will also be looking for management expertise to opportunistically keep the facility busy with concerts, shows, arts and cultural events, etc. throughout the calendar year.

The facility is intended to be a business activity that substantially contributes to CMU’s academic mission, emphasizing the development of professional theatre management knowledge and skills through the study of theory in the classroom that, in turn, is experienced in practicum, coop, internship, supervisory, management, and team approached situations.

A pre-bid meeting has been scheduled to provide a project overview and allow prospective offerors the opportunity to learn more about the University’s RFP.

Topic: CMU 2746 Theatre Management/Operations Services
Time: Jul 27, 2023 11:00 AM Mountain Time (US and Canada)

https://coloradomesa.zoom.us/j/98454018963?pwd=QmxVOENYUE5jNUV0bVk2YXUxOW13UT09

Meeting ID: 984 5401 8963
Passcode: 456525
One tap mobile
+17193594580,,98454018963#,*,456525# US
+13462487799,,98454018963#,*,456525# US (Houston)
Dial by your location
• +1 719 359 4580 US
• +1 346 248 7799 US (Houston)
• +1 669 444 9171 US
• +1 669 900 6833 US (San Jose)
• +1 253 205 0468 US
• +1 253 215 8782 US (Tacoma)
• +1 646 876 9923 US (New York)
• +1 646 931 3860 US
• +1 689 278 1000 US
• +1 301 715 8592 US (Washington DC)
• +1 305 224 1968 US
• +1 309 205 3325 US
• +1 312 626 6799 US (Chicago)
• +1 360 209 5623 US
• +1 386 347 5053 US
• +1 507 473 4847 US
• +1 564 217 2000 US

Meeting ID: 984 5401 8963
Passcode: 456525
Find your local number: https://coloradomesa.zoom.us/u/acFrwTpY8J
2. Overview
The key responsibilities expected from the management group, include, but are not limited to:

A. Venue Management: In consultation with key University personnel, oversee day-to-day operations of the new theatre including ticketing, scheduling, technical direction, custodial, food and beverage, and customer service, ensuring a seamless and enjoyable experience for all patrons. Note that building maintenance and grounds will be managed by Colorado Mesa University staff.

B. Production Management: Attract and manage a technical direction team to oversee all technical aspects of the theatre, including A/V, lighting, and rigging.

C. Artistic Management: Curate and produce a varied program of theatrical, musical and other types of performances, ensuring high artistic standards, audience engagement, and financial viability.

D. Promotion and Marketing: Develop comprehensive marketing strategies to effectively promote the facility, its events, and the university’s performing arts programs to diverse audiences from Denver to Salt Lake City.

3. Goals
The goal of this solicitation is to enlist a qualified management firm to provide the services and execute the responsibilities listed above.

The successful Offeror selected by the University through this solicitation will be the firm that submits a proposal that is the most advantageous to the University. This includes promoting the University and the theatre within the local and regional area in order to bring new business and conferences to the area. The Offeror should explore creative options from regional areas with access to transportation including but not limited to, Dallas, Phoenix, Los Angeles, Las Vegas, and Denver. Given the size and scope of the new CMU theatre complex, significant opportunity exists to engage local, regional, and statewide audiences with top-notch performances and services.

A. Financial Profitability: Develop strategies to ensure the theatre’s financial success, including revenue generation through ticket sales, partnerships, sponsorships, and fundraising efforts.

B. Profile Enhancement: Raise the profile of Colorado Mesa University as a center for artistic excellence by attracting high-quality productions, renowned artists, and diverse audiences.

C. Regional and State Awareness: Promote the theatre as a cultural hub that contributes to the local and regional arts community, driving tourism, and enhancing the cultural reputation to our state.

D. Teaching/Learning Experience Expectations: The Performing Arts Department will play an active role in utilizing the space and providing learning experiences for CMU students. The chosen management firm must be a good partner with a clear focus on helping students grow.

Colorado Mesa University will also consider proposals that may expand the scope of work to include additional functions of the University (i.e., conferencing services, athletic camps services, etc.). The goal would be to determine if a third-party operator can improve the level of financial effectiveness, marketing and operations, optimization of campus facilities, and enhance customer service currently being provided to campus and community partners. It is essential that the University conferencing services be managed with maximum sensitivity to the needs and concerns of our students, faculty, staff, and community partners. Products, prices, and services must promote confidence that the University community is obtaining the best possible combination of quality, customer service, and price. Additional information is located in Appendix A.

Offerors must bid on the full management of the new performing arts complex (per this solicitation) but may bid or request additional information about any or all of the following services:

1. Management of the CMU University Center and other facilities on campus proper (this would include camps and conferences that utilize space other than the performing arts complex);
2. Any combination/or all of the above services
Section 3: Statement of Work

The data, specifications, and requirements outlined herein are intended to serve as a general guideline for the University’s requirements. Submit a fully detailed Offer that adequately describes the advantages and benefits to the University.

Provide a detailed response to each requirement in Sections 1.-8. of Section 3, individually numbered to match each requirement. At minimum, in such case where a detailed response is not applicable, indicate ability to comply with and/or agreement to the numbered requirement. Offeror is encouraged to provide any additional information that is not specifically identified in this RFP.

1. Qualifications/Experience

1.1. Provide a corporate history/management summary and evidence that the Offeror and/or its officers have been engaged for a minimum of three (3) years in providing similar products and services as described herein. Describe Offeror’s growth for the past three (3) years.

1.2. Describe any restructuring, mergers, and/or downsizing that has occurred over the past three (3) years or is anticipated in the next two (2) years, and if selected for negotiations, Offeror may be required to provide the last two (2) years of audited financial statements.

1.3. Describe the material issues of any current patent or copyright lawsuits or legal actions against Offeror including, but not limited to, parties of dispute, description of technology involved, equipment affected, jurisdiction, and date of legal complaint.

1.4. Detail experience with similar/like projects.

2. General

2.1. Provide a full service ONE-STOP SHOP at CMU for management and operations of the new theatre complex. Describe how your company would meet the following:

   • Describe your Space and Event Management System.
   • Top level service to clients that includes first contact through the event and the billing/collection processes.
   • Arranging for catering, bar service, liquor licenses as needed, security, and more.
   • Solicit and analyze feedback with focus on continuous improvement.
   • Fiscal responsibility and profitability.

2.2. Describe your view of positive collaboration with our performing arts departments for a superior teaching/learning experience.

2.3. Describe your experience with managing different types of facilities.

2.4. Provide a statement regarding your forward thinking with a directive to partner with as much of campus as possible with the goals:

   • Visibility, brand awareness, and positive reputation of CMU that encourages student enrollment.
   • Revenue generation.
   • Collaboration with the Hotel Maverick and other campus departments to bring outside conferences to Grand Junction and CMU.
   • Brand awareness strengthened in areas served by our regional airport.

2.5. Describe your view of marketing outside of Grand Junction and Colorado.

2.6. Provide a detailed plan for recruiting top quality performers to Grand Junction.

2.7. Describe a 5-star quality experience for a patron that your company will provide.
2.8. If you would like to also bid on catering for the Theatre, please provide a narrative on what you would propose.

2.9. If you would like to have a discussion about managing camps and conferences, please note this in your response.

3. **Project Resources**

3.1. Provide sufficient personnel, knowledge, and experience required to maintain an appropriate level of professionalism and coverage for performance of requirements outlined herein. The University reserves the right to review Offeror’s staff assigned for relevant qualifications and experience.

3.2. Provide a proposal of how a team would be constructed and what key personnel would be essential. (Org Chart)

3.3. Offeror will be required to conduct relevant and appropriate background checks and fingerprinting according to the University’s policies on all assigned employees and new hires to ensure that it does not assign any employee or agent to the University who may reasonably be considered to pose a threat to the safety or welfare of the University community or its property. Offeror will share background check information and other supporting documentation including disciplinary action for any employee upon written request by the University. Acknowledge your agreement.

3.4. Detail experience with similar/like projects. Offeror may subcontract installation, training, warranty, or custodial service with prior University authorization. List and describe any subcontractor’s qualifications and relevant experience. Describe how Offeror guarantees subcontractor performance. Offeror shall remain solely responsible for the performance of a resulting Contract from this RFP. All University payments for goods and/or services shall be made directly to the Offeror.

Offeror shall require Offeror subcontractors to meet the same insurance requirements required of the Offeror as outlined in this RFP under the Terms and Conditions Section. Subcontractor certificates of insurance shall be submitted to the University for review and approval prior to subcontractor providing services to the University.

4. **Client References**

4.1. Provide, at minimum, three (3) references, not including Colorado Mesa University, identifying firms with requirements similar to those of the University. Provide the name of the firm, contact person, email, and the telephone number. The University reserves the right to contact additional references not provided by Offeror. Preference may be given for those references which are most like the University.

5. **Additional Agreements**

Indicate if additional Contract agreements are required. If applicable, provide sample additional agreements with Offer.

6. **Quality Assurance Plan**

Provide a quality assurance plan that details the methods by which the Offeror guarantees performance.

7. **Sustainability**

Include information regarding Offeror's overall sustainable efforts.

8. **Additional Services**

Offeror may provide additional goods and/or services that are not addressed herein. The University shall determine which additional goods/service options are most beneficial from both a cost and service standpoint and may further negotiate these options to include or omit dependent on University needs.
Section 4: Offeror’s Response Format
Proposals must include substantive responses to all of the sections set forth in the RFP. In preparing the proposal, the Offeror must (i) address the information requested in the order presented; and (ii) begin each response by setting out both the applicable item number and the specific wording of the requested information being addressed. In cases where an Offeror believes that a request for information does not apply or the Offeror is unable to respond to the request, the Offeror must indicate in reasonable detail why the request is not applicable or will not be responded to.

Section 5: Evaluation Process and Criteria
1. Evaluation Process
All proposals submitted in response to this RFP will be reviewed for responsiveness prior to referral to the evaluation committee. Each response will be scored by each member of the Evaluation Committee in each of the following areas outlined in Section 4, Offeror’s Response Format and each area will be rated on a scale from 1-10 with 10 being the highest rating and 1 being the lowest rating.

2. Evaluation Criteria
1. Experience of Firm
2. Experience of Principal Account Manager to Colorado Mesa University
3. Specialized Expertise and Client Services
4. Compliance Capabilities
5. Multitude of Services
6. Financial Return to the University

While a numerical rating system may be used to assist the evaluation committee in selecting the competitive range (if necessary) and making the award decision, the award decision ultimately is a business judgment that will reflect an integrated assessment of the relative merits of the proposals using the factors and any relative weights if established.

3. Basis of Award
The technical factors will be assessed based on the soundness of the Offeror’s approach and understanding of the requirements. The experience and/or demonstrated capabilities factor will be assessed by considering the extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance. Assessments include a judgment concerning the potential risk of unsuccessful or untimely performance and the anticipated amount of University involvement necessary to ensure timely, successful performance. The selection is ultimately a business judgment that will reflect an integrated assessment of the relative merits of proposals using the factors identified above. The University reserves the right to reject any (or all) proposal(s) that pose in the judgment of the University, unacceptable risks of unsuccessful or untimely performance, unacceptable University resource requirements, or costs exceeding the budget constraints.

Failure of the Offeror to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the Offeror.

Section 6: Required Submittals
Offerors must include:
- Vendor Signature Form
- All items required in the body of the RFP, Sections 1 through 4
Proposals Due: August 14, 2023   Time: 11:00 am MST

Bids will be accepted electronically through the Rocky Mountain ePurchasing System (RMEPS) website at https://www.rockymountainbidsystem.com. The RMEPS website offers both free and paid registration options that allow for full access of the solicitation documents and for electronic submission of proposals. [Note: Free registration on the site may take up to 24 hours to process; plan registration to allow time for on-time bid submission.] Colorado Mesa University does not have access or control of the vendor side of the RMEPS website, contact RMEPS directly to resolve any issues encountered prior to response deadline (800) 835-4603.

The Offeror herein noted has carefully examined all components, instructions and requirements of this RFP and proposes to furnish the services described herein. The undersigned hereby agrees to provide Theatre Management/Operations Services on behalf of Colorado Mesa University in accordance with the specifications, requirements, terms, and conditions contained herein for the rates quoted. The undersigned certifies that all representations, certifications, and statements within its proposal are true and accurate as of the date of the proposal submission. The person signing this Vendor Signature Form certifies that they are a duly authorized officer for the Offeror, and that the information and any materials enclosed with this proposal represent the capability of the company to provide the services described in the quote.

This Vendor Signature Form page **MUST** be signed for proposal to be valid.

**COMPLETE THE FOLLOWING:**

Federal Employer ID No. _________________________________       Date:_____________________________________

Company Name: ____________________________________________________________________________________

Authorized Signature: ________________________________________________________________________________

Typed/Printed Name: ________________________________________________________________________________

Title:______________________________________________________________________________________________

Address: ___________________________________________________________________________________________

City/State/Zip: _______________________________________________________________________________________ 

Phone No.: _________________________________________________________________________________________

Contact for Clarifications:

Name: ____________________________________________________________________________________________

Title: ______________________________________________________________________________________________

Phone No.: _________________________________________________________________________________________

Email: ____________________________________________________________________________________________

**Offeror Acknowledges Receipt of Addendum No. _____, _____, _____, ____ (Addendums MUST be acknowledged)**
Appendix A: Additional Campus Background Information

Committed to a personal approach, Colorado Mesa University (CMU) is a dynamic learning environment that offers abundant opportunities for students and the larger community to grow intellectually, professionally, and personally. By celebrating exceptional teaching, academic excellence, scholarly and creative activities, and by encouraging diversity, critical thinking, and social responsibility, CMU advances the common good of Colorado and beyond. In the area of service, the University offers diverse programs for young people; continuing education; extensive programs in art, music, and drama; lectures; athletics; and numerous other services.

The University has an enrollment of more than 9,500 students in 70 undergraduate degree granting programs, along with graduate programs in business administration, education, and the health care field. The University has approximately 1,200 employees. Most students commute to campus from the surrounding area, with 2,600 residential students in on-campus housing. A two-year open admission division, Western Colorado Community College (WCCC) was opened in 2005 to help achieve the University’s goal in meeting the education needs in western Colorado. WCCC offers both technical certificates and associate degrees. The University also has a branch campus in Montrose, Colorado. The University is comprised of 55 buildings on an 86-acre campus.

New University Theatre:

As previously stated, under construction and slated for opening Fall of 2024, is the state-of-the-art theatre complex adjacent to Hotel Maverick (a University-owned teaching hotel operated by a third party hospitality management company). The new theatre complex will be the only venue of its kind between Denver and Salt Lake City, thus allowing CMU to host touring companies and performers to expand offerings for our region. The new theatre will seat over 850 patrons and will include stage and support facilities adequately sized to host major productions. The theatre complex will also include a 150-person event space and catering staging spaces to be used for internal and external meetings, meals, presentations, etc. Once open, the new theatre complex will naturally prioritize CMU-produced events during the academic year but will also be looking for management expertise to opportunistically keep the facility busy with concerts, shows, arts and cultural events, etc. throughout the calendar year.

Other campus building opportunities:

The University Center (UC), built in 2010 and remodeled in 2014, is a two-story, 100,000 square-foot building with an adjoining four-level parking structure that serves as the hub of campus life. It is located on the east side of campus at the corner of 12th and Elm Street and the location address is 1455 N. 12th St, Grand Junction, CO 81501. The UC is one of the premier event venues in Grand Junction, featuring over 20,000 square feet of indoor event space and many options for outdoor events. It is home to the 8,500-square-foot Meyer Ballroom, scenic outdoor patio and six meeting rooms. Additionally, the UC is home to many of the student clubs and organizations on campus as well as campus dining, study lounges and game room. The UC is currently operated and managed by CMU staff and is dedicated to serving the campus and enhancing the student community.

Other campus features include the Moss Performing Arts Center (MPAC) which houses the William S. Robinson Theatre, the Carolyn D. Love Recital Hall, and the Mesa Experimental Theatre. MPAC is located one block north of North Avenue on 12th Street, south of the University Center. The Mesa Experimental Theatre is home to student produced performances and faculty productions. CMU’s music technology and piano lab features 16 stations for students to practice their pieces. MPAC has two large rehearsal halls, numerous music rooms, smart technology classrooms, a costume shop, and faculty offices. MPAC has traditionally met the performing arts needs of campus and the community and will continue operating during construction of the new theatre complex. Once the new theatre complex is open, MPAC will continue operating as academic and performance space in conjunction with the new facility; MPAC will continue to be managed by the Department of Theatre Arts and the Department of Music.
The University’s Dance program has a beautiful state of the art dance studio on the third floor of MPAC, offering breathtaking views of the Grand Valley and the nearby Grand Mesa. The Theater and Music departments offer a variety of entertainment for the community within these spaces. William S. Robinson Theatre is a 600-seat theater which is the site of four main stage performances each year as well as multiple annual dance recitals, musical performances, and smaller shows. The beautiful 300-seat Love Recital Hall hosts more than 40 student and faculty musical performances throughout the year.

The Maverick Center, also built in 2010, includes classrooms and laboratories for Health Sciences and Kinesiology programs, intercollegiate athletic facilities, and campus recreation facilities. The Maverick Center also includes the El Pomar Natatorium and the Hamilton Recreation Center.

The Hamilton Rec Center has multiple fitness areas equipped with various types of equipment. The Group Exercise program hosts between 20-30 classes per week during the Fall and Spring semesters. The larger room has a floating maple floor, and the smaller room is perfect for TRX classes or yoga classes. These rooms are equipped with mirrors, sound systems, and flat screen televisions. Our Spinning Certified indoor cycling room includes 41 Star Trac NXT bikes with computers to track your distance and RPM’s. These rooms include a brand-new sound system and flat screen televisions.

El Pomar Natatorium is one of the premier aquatic facilities in the western United States. It holds 800,000 gallons of water, supports four diving boards, and a 50-meter competition pool that is ten lanes wide and eight feet deep. The natatorium also features a state-of-the-art Colorado Time Systems with speedlights and aqua-grip touchpads; a 21-foot by 10-foot digital display system; 22 loudspeakers that surround the pool; and 750 permanent balcony seats. Open swim available throughout the day except during special events. During down time the community can rent parts of El Pomar Natatorium.

Foster Field House construction was completed, and the facility opened in May 2023. Students, faculty, and staff have access to many features, including 5 full length basketball courts which can be changed to volleyball or pickleball with the push of a button, a 38’ climbing wall, and much more. The facility holds tremendous potential for additional internal and external events to be hosted each year.

CMU hosts over 35 athletic camps each summer, with over 4600 participants. This includes hosting 1300 campers during the same week. We have access to approximately 2400 beds on campus. Camp revenue will exceed $1.4 million this year and campus leaders believe tremendous opportunity exists to grow participation and subsequent revenue in this area.

The gross annual revenue for the last few fiscal years for Camps and Conference operations have been above $1.2 million per summer (minus COVID years) and should be growing. We do not use our facilities to capacity and we know we can do more.

Our conferencing events throughout the year are consistent, but we would like to use more of the campus to host events. Knowing that our students will take priority, we must be determined to find events that work in the spaces we can provide during the times they are not currently in use.

The current organizational chart for our work with both conferencing and camps is as follows:

Most marketing, outreach, logistics, and financial responsibilities for Conference Services at CMU are contained within the University Center. In this structure, the two Coordinators for Events (one focusing on Internal clients and one focusing on External clients) are responsible for contracting with a group, scheduling them into facilities, and handling most pre-arrival communications and logistics until the event occurs, whether the event is held in the University Center, or in other campus facilities. Once an event is in progress, the Coordinators for Events provide oversight for day-of logistics with the support of student Building Managers, a student Event Crew, and a Media
Specialist. After the event is complete, the coordinators gather information about relevant charges, with the support of student Administrative Staff, and prepare billing statements for review and approval by the Director.

This structure will need to change if the Theatre becomes a part of this portfolio. This structure may also change if there is a winning bid to provide the above services.
## Appendix B: 2022-2023 Academic Year Example of Performances

<table>
<thead>
<tr>
<th>Name</th>
<th>Organizations</th>
<th>Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boat Songs: A Cabaret</td>
<td>Department Of Theatre Arts</td>
<td>1/28/2022</td>
</tr>
<tr>
<td>Backcountry Film Festival</td>
<td>Off-campus - Local</td>
<td>2/11/2022</td>
</tr>
<tr>
<td>Bill Aikens, oboe &amp; Brian Krinke, piano</td>
<td>Department Of Music</td>
<td>2/11/2022</td>
</tr>
<tr>
<td>4ID Jazz Combo</td>
<td>Department Of Music</td>
<td>2/16/2022</td>
</tr>
<tr>
<td>Choir Concert</td>
<td>Department Of Music</td>
<td>3/17/2022</td>
</tr>
<tr>
<td>A Tribute to Bernstein</td>
<td>Department Of Music</td>
<td>4/1/2022</td>
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<tr>
<td>Chamber Ensembles Concert</td>
<td>Department Of Music</td>
<td>4/13/2022</td>
</tr>
<tr>
<td>Alan Broadbent Clinic/Masterclass</td>
<td>Department Of Music</td>
<td>4/29/2022</td>
</tr>
<tr>
<td>Capstone Festival Performance</td>
<td>Department Of Theatre Arts</td>
<td>5/6/2022</td>
</tr>
<tr>
<td>Capstone Festival Performance</td>
<td>Department Of Theatre Arts</td>
<td>5/7/2022</td>
</tr>
<tr>
<td>Absolute Dance Spring Recital</td>
<td>Off-campus - Not For Profit</td>
<td>5/25/2022</td>
</tr>
<tr>
<td>Absolute Dance Workshop Showcase</td>
<td>Off-campus - Not For Profit</td>
<td>7/11/2022</td>
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<td>Breakfast Club 2022</td>
<td>Off-campus - Local</td>
<td>7/13/2022</td>
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<tr>
<td>Adrian Herrera Jazz Trio</td>
<td>Department Of Music</td>
<td>9/9/2022</td>
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<tr>
<td>&quot;Beyond the Seven Summits&quot;</td>
<td>Llmc</td>
<td>10/4/2022</td>
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<td>C C D Honor Choir Concert</td>
<td>Department Of Music</td>
<td>11/14/2022</td>
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<tr>
<td>C C D Honor Choir Dress Rehearsal</td>
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<td>11/14/2022</td>
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<td>12/1/2022</td>
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<td>Civic Forum</td>
<td>Montrose Campus</td>
<td>12/1/2022</td>
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<tr>
<td>363 Shades of Music</td>
<td>Department Of Music</td>
<td>12/4/2022</td>
</tr>
<tr>
<td>Choir Concert - D51 School District</td>
<td>Off-campus - Local</td>
<td>12/12/2022</td>
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<tr>
<td>Absolute Dance The Nutcracker</td>
<td>Off-campus - Local</td>
<td>12/15/2022</td>
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<td>A Midsummer Night's Dream Performances</td>
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<td>4/13/2023</td>
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<tr>
<td>A Midsummer Night's Dream Matinee</td>
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<td>Bookcliff Barbershop Harmony Chorus</td>
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<tr>
<td>Capstone Festival Performances</td>
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<td>5/6/2023</td>
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<tr>
<td>American West Writing (Guest Lecturer)</td>
<td>Llmc</td>
<td>10/5/2023</td>
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<td>Chamber Ensembles</td>
<td>Department Of Music</td>
<td>11/14/2023</td>
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<tr>
<td>BOTW PRISM for D51 Students</td>
<td>Department Of Music</td>
<td>12/7/2023</td>
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