



**CITY OF COOS BAY**  
**Request for Qualifications**  
**for**  
**Market/Feasibility Study**

January 18, 2012

The City of Coos Bay is accepting proposals from qualified firms to provide services for performing a market/feasibility study for the Egyptian Theatre. A market/feasibility study is essential to developing the plan for the future use of the theatre, preparation of a capital fundraising campaign, and determining future operation of the theatre when it re-opens.

**SUBMISSION OF PROPOSAL**

To receive consideration, proposals must be submitted in accordance to the following instructions:

1. All proposals shall be in a sealed envelope and delivered to the

City of Coos Bay  
City Manager's Office  
500 Central Avenue  
Coos Bay OR 97420

2. The envelope must be clearly marked "**Market/Feasibility Study Proposal**"
3. Submit three (3) copies of the proposal by 3:00 p.m. February 3, 2012.
4. If you have any questions, please contact Joyce Jansen at 541-269-8924 or email [jjansen@coosbay.org](mailto:jjansen@coosbay.org)
5. The City of Coos Bay reserves the right to reject any and all proposals, and has the right, at its sole discretion, to accept the proposal it considers most favorable to the City's interest and the right to waive minor irregularities in procedure.

**PROJECT DESCRIPTION**

The historic Egyptian Theatre is located at 229 South Broadway in the heart of the downtown business area in Coos Bay, Oregon. The Theatre was purchased by the City of Coos Bay Urban Renewal Agency in 2006 and since that time has been operated and managed by the Egyptian Theatre Preservation Association. The Theatre was listed on the National Register of Historic Places in May 2010 and on the Historic Preservation League of Oregon's Most Endangered Places List in May 2011.

The theatre was closed March 15, 2011 after the City received a structural report completed by ZCS. The inspection determined the building has structural issues which need to be addressed before it would be considered safe to occupy. The estimated cost to restore the historic theatre is \$3.7 million. Information about the theatre may be obtained from the City of Coos Bay's website [www.coosbay.org](http://www.coosbay.org)

## **GENERAL INSTRUCTIONS**

The City of Coos Bay invites qualified professionals to submit proposals for preparation of a market/feasibility study for the Egyptian Theatre as described in the specifications set forth in this RFQ. All proposals are subject to the provisions and requirements of the City of Coos Bay Rules of Local Contract Review and the Oregon Revised Statutes, the Attorney General's Model Public Contract Rules.

## **PROPOSAL REQUIREMENTS**

All proposals must include a cover letter to the attention of the City Manager's Office signed by the person legally authorized to bind the applicant to its proposal. The cover letter must include the name of the firm, the names of partners/principals and the number of local personnel, address, telephone and fax numbers of the firm, and list five references the City may contact.

## **PROCEDURE**

1. Respondents shall submit three (3) copies of their proposals to the City of Coos Bay, Oregon, City Manager's Office, 500 Central Avenue, Coos Bay, OR 97420 by 3:00 p.m. February 3, 2012. Proposals submitted after 3 p.m. will not be accepted.
2. Proposals shall be in a sealed envelope and clearly marked "**Market/Feasibility Study Proposal**" in the lower left corner; addressed to the City of Coos Bay as noted above, and shall have the submitters name and return address in the upper left corner. Faxed responses are not acceptable.
3. Correction or withdrawal of a proposal must be made prior to the bid closing time and must be clearly labeled "Proposal Modification" or "Proposal Withdrawal".
4. The city shall evaluate all proposals; selection and award will be based on relevant past experience, ability to meet the schedule, and proposed fee schedule.
5. The city reserves the right to reject any and all RFQs and has the right, at its sole discretion, to accept the proposals it considers most favorable to the city's interest, and the right to waive minor irregularities in procedure.

## **QUALIFICATION EVALUATION CRITERIA**

1. Demonstrated experience in preparing a market/feasibility study for theatre /entertainment operations.
2. Experience or familiarity with historic theatre renovation preferred.
3. A summary of the respondent's record for the past three (3) years including the number of studies written, name of entity and project the study was prepared for.
4. Estimated timeline to complete and submit the study to the city. A grant from the Historic Preservation League of Oregon will partially fund the study and deadline for using the grant is May 31, 2012.
5. A summary of staff and resources in your company/firm available for performing the market/feasibility study for the theatre restoration project.
6. Ability to work independently and with community partners and agency staff to complete the study.
7. Fee proposal and structure will be evaluated with respect to the probable cost to the city of doing business with each submitter; cost proposals will be evaluated for realism and reasonableness of the overall cost and individual cost element estimates.

## **SCOPE OF WORK**

1. Respondent shall review existing materials from EPTA and the City regarding proposed intended uses, and operations plan for a restored Egyptian Theatre.
2. Respondent shall analyze the existing market and need for entertainment in Coos County and surrounding areas to determine community capacity, deficits, and potential support for the proposed intended uses and operation of the Egyptian Theatre. This may include review of existing studies, service availability in surrounding markets, previous plans and operations outcomes, local sample, targeted interviews, focus groups, or other strategies. Specific areas of interest include need for varied types of entertainment (live, film, community, traveling shows, etc.) now available, estimated market demand and supportable ticket costs associated with each. Analysis of existing venues and the potential for partnership or duplication, should be included.
3. Respondent shall provide the City with a summary report of findings and recommendations, specifically including an executive summary.

## SELECTION PROCESS

City staff shall review all proposals. The city may interview select qualified candidates. The selection and ranking shall be based on the following:

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|--|-----------|
| 1. Experience, capability and technical competence to perform the market/feasibility study                 | 25 points |
| 2. RFP submittal specifications  | 10 points |
| 3. Cover letter specifications   | 5 points  |
| 4. Knowledge of project  | 10 points |
| 5. Staff and resource availability (current workload)  | 10 points |
| 6. Cost proposal and compensation information  | 20 points |
| 7. Demonstrated experience with theatre/entertainment operations and historic theatre renovation/operation | 20 points |

The city manager anticipates making the selection and award to the highest-ranked proposer February 6, 2012. The successful bidders and the city shall then mutually discuss and refine the scope of services for the project and shall negotiate final conditions, compensation and performance schedule for a subsequent personal services contract.

## COMPLIANCE WITH RULES

Proposers responding to this RFQ must follow its procedures and requirements. Except as otherwise provided in the RFQ, applicable provisions of Oregon Administrative Rules shall apply to all personal service contracts of the city. Failure to comply with or complete any part of this RFQ may result in rejection of your proposal.

## INTERVIEWS

Proposer *may* be invited to an interview with the City's Selection Committee. Selected firms will be contacted regarding time and location of an interview.

## SCHEDULE OF REQUEST FOR QUOTES

Proposal due	Feb. 3, 2012
Bid opening at 3 p.m. at city hall	Feb. 3, 2012
Review by city staff	Feb. 6, 2012
City award of contract	Feb. 6, 2012
Commencement of services	As soon as the contract has been executed

## PROPOSAL WITHDRAWAL

Any proposal may be withdrawn at any time before the "Proposal Due" date and time by providing a written request for the withdrawal to the issuing office. A duly authorized representative of the firm shall make the request. Withdrawal of a proposal will not preclude the proposer from filing a new Proposal.

## **APPEALS**

Bidders who wish to appeal a disqualification of proposal or the award of contract my submit the appeal in writing to the City Manager’s Office within five (5) working days of the postmarked Notice of Award or disqualification. Disagreement with the process, e.g. scoring by evaluators, is not subject to appeal.

Address: City of Coos Bay  
Rodger Craddock, City Manager  
500 Central Avenue  
Coos Bay OR 97420

## **OWNERSHIP OF DOCUMENTS**

Any material submitted by a proposer shall become the property of the City of Coos Bay. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

## **CONFIDENTIALITY OF INFORMATION**

All information and data furnished to a proposer by the city and all other documents to which the proposer’s employees have access during the preparation and submittal of the proposal shall be treated as confidential to the city. Any oral or written disclosure to unauthorized individuals is prohibited.

## **PUBLIC RECORD**

All proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

## **INDEMNITY**

Contractor shall hold harmless, indemnify, and save the city, its officers, employees, and agents from any and all liability claims, losses, or damages arising or alleged to arise during the performance of the work described herein by reason or any act or omission of the Contractor or any of its agents, employees or representatives. The indemnity applies to both active and passive acts or other conduct.

## **EMPLOYMENT STATUS**

Contractor shall perform the work required by this contract as an independent contractor. Although the city reserves the right to determine and modify the schedule for the work to be performed and to evaluate the quality of the completed performance, the city cannot and will

not control the means and manner of the contractor's performance. The contractor is responsible for determining the appropriate means and manner of performing the work.

Contractor represents and warrants that the contractor is not an employee of the City of Coos Bay and meets the specific independent contractor standards of ORS 670.600. Contractor is not an officer, employee, or agent of the city. Contractor shall be responsible for any federal or state taxes applicable to any compensation of payments paid to Contractor under this contract and, the city will not withhold from such compensation or payments any amounts to cover contractor's federal or state tax obligations. Contractor is not eligible for any Social Security, unemployment insurance, or workers compensation, from compensation paid to Contractor under this contract except as a self-employed individual.

## **INSURANCE**

The contractor shall maintain during the life of this contract the following minimum public liability and property damage insurance which shall protect the city and contractor from claims for injuries including accidental death, as well as from claims for property damages which may arise from the performance of work under this contract, and the limit of liability for such insurance shall be as follows:

- A. Commercial general liability insurance including personal injury liability, blanket contractual liability and broad form property damage liability. The coverage shall be on an occurrence form with limits not less than \$1,000,000 each occurrence, \$2,000,000 policy aggregate. Coverage shall be primary and noncontributory with any insurance carried by the city and shall include a waiver of subrogation endorsement in favor of the city.
- B. Contractor shall maintain an excess/umbrella liability policy of not less than \$1,000,000 each occurrence and aggregate that will provide excess limits of liability over the commercial general liability, automobile liability, and employer's liability.

Coverage provided by the contractor must be underwritten by an insurance company deemed acceptable by the city. The city reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

The contractor shall provide certificates of coverage, including applicable endorsements, for such policies within ten (10) days of execution of the contract. The city shall be named as an additional insured on the policy; provided, however, that each party shall be liable for injuries or claims arising solely out of that party's acts or omissions and no claim as an "additional insured" shall be made against the other party's carrier for injuries or claims solely from or arising out of that party's acts or omissions. There shall be no cancellation, material changes, reduction of limits, or intent not to renew the insurance coverage without 30 days written notice from the contractor's insurers to the city.