



# REQUEST FOR PROPOSALS (RFP)

*For*

CULTURAL ARTS AND ARTS  
PROGRAMMING

*For The*

CITY OF ALAMEDA

Due Date: July 5, 2022

## **OVERVIEW**

The City of Alameda would like to invite arts organizations to submit their proposals to create publicly accessible cultural arts or arts programming for the Alameda community. These services would be provided through a grant award from the City of Alameda, and will be funded through the Alameda Public Art fund.

The Public Art Commission is seeking to fund artwork of different scales in a wide variety of locations within the City of Alameda. This RFP includes two different award levels up to the following amounts:

- Four (4) \$10,000 awards
- Four (4) \$5,000 awards

## **Background**

The City of Alameda, incorporated in April 1854, is a 22.7 square-mile island city located in the San Francisco Bay. Alameda has a population of 77,660. Alameda has an active and enthusiastic arts and culture community that is interested in partnering with City government to promote a variety of art forms throughout the community. The Community Development Department (CDD) encourages the advancement of local arts and culture to create a unique sense of place, and a more livable and economically vibrant city.

In 2003, the City of Alameda City Council adopted a Public Art Ordinance to require the installation of publicly accessible art on-site in certain new and substantially rehabilitated development projects. In lieu of providing on-site art, developers may choose to make a monetary contribution equal in value to their on-site art requirement into the City's Public Art Fund. The Fund, also established by the aforementioned Ordinance, is to be used for physical art and/or cultural arts and arts programming to benefit the community.

## **Objectives**

The objective of the City of Alameda, in issuing this RFP, is to identify qualified arts organizations that have the ability to provide cultural arts and arts programming in public places in Alameda. Public art should result in broad community benefit by enhancing the city's image and sense of place, contributing to economic vitality, and improving the community's exposure to arts.

## **Art Requirements**

Cultural arts or arts programming may include, but is not limited to: performance arts: theatre, dance, music; literary arts: poetry reading and storytelling; film and video; screenings and installations; arts education; art lectures and presentations; special events:

festivals and celebrations; and artist-in-residence programs in the arts. Cultural arts or arts programming must be accessible to the public at no charge, and located in the City of Alameda.

Although all non-profit arts organizations and public agencies are eligible, local organizations are particularly encouraged to propose, and will receive a point preference as part of the evaluation process. See the Selection Criteria section for more information.

## **Budget**

The Public Art Commission is seeking to fund cultural arts and arts programming of different scales in a wide variety of locations within the City of Alameda. This RFP includes two different award levels:

- Four (4) \$10,000 awards
- Four (4) \$5,000 awards

These amounts include all materials related to the production of the proposed programming; artistic and administrative personnel salaries, wages, and/or fees; materials related to the rehearsal or necessary rental space; general office supplies related to the project; liability and insurance costs as required; and marketing, promotion and publicity expenses. It does not include the cost of any activities occurring outside of Alameda; social functions, parties, receptions and/or fundraisers; food and beverages; and out-of-state travel.

All applications **must include a mandatory 10% contingency** as part of their budget.

## **PROPOSAL REQUIREMENTS**

All proposals must contain the following elements:

1. *Letter of Interest.* Describe the organization's interest in the project, initial vision for the work, and relevant experience or background. (500 words maximum)
2. *Concept of Proposed Program.* A summary of the overall program being proposed (250 words maximum).
3. *Program Description and Work Plan:* A description of each of the components of the overall program, major component activities, timelines and the roles of key personnel, as well as involvement of any other partner organizations. (500 words maximum)
4. *Goals:* A statement of the program's goals and indication of the steps to be taken to achieve those goals. An indication of how progress toward goals would be evaluated or monitored. (500 words maximum)
5. *Proposed Program Budget:* A combination of narrative and table(s) that convey how fund dollars would be dedicated to the various components of the proposed program and its administration. This would also show how any other funding sources would be leveraged to implement the program. (2 page maximum)
6. *Organizational Ability:* A description of the proposer's organization, including its history, track record for providing art and cultural programming, and ability to carry out the work proposed. Please also provide an organizational chart showing personnel. (2 page maximum)
7. Contact information for the organization including name, address/location, phone, and email.

### **To Submit a Proposal**

All entries **must** be submitted through Submittable. Interested applicants can apply by following this [link](https://cityofalameda.submittable.com/submit/b9a0cb02-23de-47a1-b4df-595e6e64c1eb/cultural-arts-and-arts-programming-request-for-proposals-rfp) or by pasting the following URL in your browser:

<https://cityofalameda.submittable.com/submit/b9a0cb02-23de-47a1-b4df-595e6e64c1eb/cultural-arts-and-arts-programming-request-for-proposals-rfp>

## **SELECTION PROCESS**

1. All applications will be pre-screened by City staff to ensure that they meet the minimum qualifications:
  - a. Includes all of the elements listed in the "Proposal Requirement" section.
  - b. Proposing organization is a non-profit or public agency.
  - c. Proposed cultural arts event will be free of charge to general public, and located within the City of Alameda.

2. Applications meeting the minimum requirements will be evaluated and ranked by the Public Art Commission. Finalists are not required to attend an in-person interview.
3. The Public Art Commission will make a recommendation to City Council for the appropriation of funds in both award categories.

## **SELECTION CRITERIA**

### **Staff Review**

In order to be qualified for review, all applications must meet the minimum qualifications

- Include all of the elements listed in the “Proposal Requirement” section.
- Proposing organization is a non-profit or public agency.
- Proposed cultural arts event will be free of charge to general public, and located within the City of Alameda.

### **Public Art Commission Evaluation**

Once qualified for review, the Public Arts Commission will review proposals based the following factors:

Proposed Event or Program	An assessment of the proposed event or program and how it will benefit the broader community and engage local arts and culture groups and individuals.	50%
Experience	An assessment of the organization’s past experience and level of expertise in implementing programs and projects to enhance local arts and culture.	20%
Budget	Inclusion of reasonable cost estimates within desired grant amount.	10%
Schedule	Inclusion of realistic program schedule.	5%
Communication	The ability to communicate clearly and demonstrated ability to work cooperatively with government staff, members of the Commission, and members of the general public.	5%
Leveraged funds	Use of additional Federal, State, philanthropic or other funds for the project.	5%
Local Preference	Artist and/or arts organization based in the City of Alameda	5%

## **PROPOSAL SCHEDULE AND SUBMITTAL REQUIREMENTS**

All proposals **must** be submitted via [submittable.com](https://submittable.com).

### **IMPORTANT DATES**

RFP release	May 10, 2022
Orientation & Q&A	May 24, 2022
Questions due	June 7, 2022
Questions released	June 21, 2022
Applications due	July 5, 2022

The RFP Orientation workshop will be held virtually at 5pm on Tuesday May 24th, 2022 via Zoom. Login information can be found below:

**<https://alamedaca.gov.zoom.us/j/85226488838?pwd=SVBvRVMxUFlremo4QUwzU2NWU3IWdz09>**

Please submit questions to Walker Toma at [wtoma@alamedaca.gov](mailto:wtoma@alamedaca.gov).

**Notice: Proposals will not be accepted after the date and time stated above.** Incomplete proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award funding, nor is the City liable for any costs incurred by the Applicant in the preparation and submittal of proposals for the subject work. **The City retains the right to award all or parts of the grant funding to several Applicants, to not select any Applicants, and/or to re-solicit proposals.** The act of submitting a proposal is a declaration that the Applicant has read the RFP and understands all the requirements and conditions. Applicant acknowledges that all materials submitted to the City will become subject to the California Public Records Act (CPRA) and may be disclosed to third parties upon request consistent with the CPRA.

### **Insurance Requirements**

The City may exempt smaller projects from general liability and auto liability coverage in certain instances. In addition, general liability and auto liability coverage may only be required during events/performances/ screenings/installation periods. However, given the variability of location and inherent risk associated with cultural arts and arts programming proposals, insurance requirements will be negotiated on a case-by-case basis. At minimum, all teams must comply with statutory requirements for workers' compensation coverage. Additional insurance information is provided in the sample agreement below (Exhibit A).

**Exhibit A: Sample Agreement**

SAMPLE

**AGREEMENT TO PROVIDE CULTURAL ARTS OR ARTS PROGRAMMING IN  
PUBLIC PLACES IN ALAMEDA**

THIS AGREEMENT TO PROVIDE CULTURAL ARTS OR ARTS PROGRAMMING IN PUBLIC PLACES IN ALAMEDA is entered into this \_\_\_\_ day of \_\_\_\_, \_\_\_\_, between the City of Alameda ("City") and \_\_\_\_\_ with offices at \_\_\_\_\_.

WHEREAS, City has adopted a Public Art Ordinance that allows developers of projects in Alameda to make a monetary contribution to the City's Public Art Fund, in lieu of providing on site art; and

WHEREAS, the Public Art Ordinance allows the Public Art Fund to be used for cultural arts and arts programming so long as the cultural arts or arts programming is accessible to the public at no charge and located in the City of Alameda; and

WHEREAS, cultural arts or arts programming may include, but is not limited to, performance arts, theater, dance, music, literary arts, poetry, reading and storytelling, film and video, screenings and installations, arts education, art lectures and presentations, special events such as festivals and celebrations, and artist in residence programs; and

WHEREAS, Organization has submitted a proposal to provide cultural arts or arts programming; as more particularly described in the Organization's Proposal dated \_\_\_\_, \_\_\_\_ and attached hereto as Exhibit A; and

WHEREAS, the City's Public Art Commission reviewed the Organization's Proposal and recommended to the City Council that it enter this Agreement; and

WHEREAS, City has allocated funds from money it has received under its Public Art Ordinance for the cultural arts or arts programming described in the Organization's Proposal; and

WHEREAS, on \_\_\_\_, \_\_\_\_ the Alameda City Council approved the recommendation of the Public Art Committee to select the Organization; and

WHEREAS, Organization wishes to provide cultural arts or arts programming under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions of this Agreement, the parties agree as follows:



## **Article 1      Scope of Services**

### **1.1      Organization's Obligations**

- a.      Organization will provide the following (as applicable) related to the production of the cultural arts or arts programming as set forth in the Organization's Proposal, including, but not limited to, artistic and administrative personnel salaries, wages and/or fees, materials related to the office, rehearsal or necessary office space, general office supplies related to the project, insurance costs as required, marketing, promotion and publicity expenses and in strict compliance with all terms and conditions in this Agreement.
- b.      The Organization shall secure any and all required licenses, permits and similar legal authorizations at the Organization's expense as may be necessary for the Organization's Proposal.
- c.      The Organization shall provide required insurance in amounts and limits specified in Article 2 and Exhibit C.
- d.      Representatives from the Organization shall be available with reasonable advance notice for a reasonable number of meetings required to carry out the Organization's Proposal.

### **1.2      City's Obligations**

- a.      The City shall provide the funding through its Public Art Fund for the Organization's Proposal in the amount of \$ \_\_\_\_\_. None of these funds shall be used for activities occurring outside of the City of Alameda, social functions, parties, receptions, fundraisers, food and beverage or out of state travel.

### **1.3      Budget and Payment**

- a.      The Organization shall prepare a budget, with its costs itemized. The Budget shall be attached to this Agreement as Exhibit B.
- b.      If the Organization incurs costs in excess of the amount listed in the Budget, the Organization shall pay such excess from the Organization's own funds unless such costs were the result of actions or inaction of the City.
- c.      The payment schedule is as set forth in Exhibit B, Payment Schedule, which is incorporated herein by reference

### **1.4      Term**

The term of this Agreement ("the Term") shall be from \_\_\_\_\_ through \_\_\_\_\_, unless terminated pursuant to Article 5. The Organization has certain obligations, as set forth in this Agreement, that extend beyond the Term.

## **Article 2      Insurance and Indemnity**

## **2.1 General**

- a. Terms for the procurement and duration of insurance are provided in Exhibit C.
- b. Required insurance policies are described in Exhibit C.

## **2.2 Indemnity**

- a. The Organization shall indemnify the City, its respective officers, agents, and employees, from any claims brought arising out of the breach of this Agreement or any negligent occurrence which occurs pursuant to the performance of this Agreement by the Organization, its employees, agents and volunteers.
- b. The Organization shall immediately notify the City of any written claim it receives regarding any matter resulting from or relating to its obligations under this Agreement. Each Party shall cooperate, assist, and consult with the other in the defense or investigation of any such claim arising out of or relating to the performance of this Agreement.
- c. The indemnification shall include reasonable attorneys' fees and costs.
- d. This indemnification shall survive the termination or expiration of this Agreement.
- e. Notwithstanding any provision of this Agreement to the contrary, no Party shall recover from a Party to this Agreement in an action, of whatever nature, in contract or tort, any consequential or incidental damages, lost profits, or any type of expectancy damages.

## **Article 3 Organization as an Independent Contractor**

The Organization agrees that under this Agreement it is as an independent contractor and not as an employee of the City. The Organization acknowledges and agrees that it shall not hold himself out as an authorized agent of the City with the power to bind the City in any manner.

The Organization shall provide the City with the Organization's Tax Identification number and any proof of such number as requested by the City.

## **Article 4 Assignment of Agreement**

The cultural arts and arts programming required of the Organization are personal and the Agreement shall not be assigned, sublet or transferred unless the City gives its prior written consent thereto. Any attempt by the Organization to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the City. This Article is not intended to prevent the Organization from using subcontractors to provide the cultural arts and arts programming provided the Organization has listed such subcontractors as part of its proposal.

## **Article 5 Termination**

- a. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control such as, but not limited to, acts of nature; war or warlike operation; superior governmental regulation or control; public emergence; or strike or other labor disturbances. Notice of termination of this Agreement shall

be given to the non-terminating party in writing not less than sixty [60] days prior to the effective date of termination.

- b. The City may terminate this Agreement without cause upon sixty [60] days written notice to the Organization. The City shall pay the Organization for commitments made prior to the date of the termination, consistent with the schedule of payments set forth in Exhibit B of this Agreement.
- c. If either party to this agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have fifteen [15] days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement shall terminate.
- d. If the Organization defaults for cause the Organization shall return to the City all funds provided by the City in excess of the expenses already incurred. The Organization shall provide an accounting of these expenses. Expenses claimed shall be reasonable, based on the schedule and the amount of work completed as of the termination date.

#### **Article 6     Notices and Documents**

Notices under this Agreement shall be delivered personally or through registered or certified mail, return receipt requested, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a Party:

For the City:

Walker Toma  
Community Development Department  
950 West Mall Square  
Alameda, CA 94501

For the Organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after the postmarked date.

#### **Article 7     Waiver**

The Parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

**Article 8      Conflict of Interest**

The Organization shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

**Article 9      Amendments**

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties.

**Article 10      Choice of Law**

This contract shall be governed by the laws of the State of California both as to interpretation and performance and any legal action shall be filed in Alameda County, California.

**Article 11      Entire Agreement**

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements and conditions between the Parties. No verbal agreements or conversation between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligation.

For City of Alameda, a Municipal Corporation

For Organization:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit A**

**Description of Proposal**

SAMPLE

## **Exhibit B**

### **Budget and Payment Schedule**

The City shall pay the Organization a fixed fee of \$\_\_\_\_\_, which shall constitute full and complete compensation for all cultural arts or arts programming furnished by the Organization under this Agreement. Payment shall be made in accordance with the following scheduled installments, each installment representing full and final payment for all services and material provided prior to payment thereof:

- a. 50% up to three months prior to the event, recognizing that the Organization will invest time and expense in implementing the Proposal.
- b. 50% after the cultural arts or arts programming has occurred.

## **Exhibit C**

### **Insurance**

#### **General**

- a. The Organization shall procure and maintain for the Term of this Agreement, at the Organization's expense, insurance in the kinds and amounts as provided in this Exhibit with insurance companies authorized to do business in California. Such insurance shall cover the Organization's employees, agents and volunteers. The City, its City Council, boards, commissions, officials, employees, agents and volunteers shall be named as additional insureds.
- b. The Organization's insurance coverage shall be the primary insurance as respects the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees and agents shall be in excess of the Organization's insurance and shall not contribute to the Organization's insurance. The coverage shall state that the Organization's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- c. The Organization shall furnish to the City a certificate of insurance with original endorsements affecting coverage for each of the insurance policies provided in this Exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates must be current and the Organization must submit replacement or renewal certificates of insurance for all the policies expiring during the term of this Agreement. Each certificate shall clearly indicate that the Organization has obtained insurance in the type, amount and classification as specified in this Exhibit and that no material changes, cancellation, suspension or reduction in limits of insurance shall be effective except after [30] days prior written notice to the City.
- d. Any deductibles or self-insured retentions must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and agents.
- e. Despite any changes to or cancellation of insurance, the Organization remains responsible for maintaining the required insurance coverage for the duration of the Agreement.
- f. Failure of the Organization to comply with any of the terms of Article 2 of the Agreement shall be considered a material breach of this Agreement and cause for its immediate termination.

#### **Insurance Policies**

The Organization shall comply with all insurance requirements as indicated below by the City.

- a. ☐ Commercial General Liability insurance policy in the following minimum limits:

Bodily Injury: \$ \_\_\_\_\_ each occurrence  
\_\_\_\_\_ aggregate - all other

Property Damage: \$ \_\_\_\_\_ each occurrence  
\$ \_\_\_\_\_ aggregate

- b. ☐ Automobile liability insurance policy, including coverage for owner, non-owner, leased or hired vehicles, providing the following minimum coverage:

Bodily injury: \$ \_\_\_\_\_ each occurrence

Property Damage: \$ \_\_\_\_\_ each occurrence

or

Combined Single Limit: \$ \_\_\_\_\_ each occurrence

- c. ☒ **[Required]** Worker's Compensation coverage in accordance with the statutory requirements of the State of California, providing coverage for any and all employees of Organization. If Organization does not have any employees as defined by state statutes and regulations, it shall complete and sign the following:

"I do not have, nor intend to have for the full term of this Agreement, any employees, as that term is defined by California state law and regulations."

\_\_\_\_\_  
(Organization's authorized signature)

\_\_\_\_\_  
(Print Organization's name)]