

Request for Proposal
Lighting Production Support Services
For
The Greek Theatre – Los Angeles, CA

RFP Issuance Date: February 2, 2022
RFP Due Date: February 14, 2022

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CONFIDENTIALITY NOTICE

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The Greek Theatre

Request for Proposals – Lighting Production Support Services

I. GENERAL INFORMATION

Located within Griffith Park, the historic Greek Theatre stands as one of the nation’s most beloved and recognized outdoor entertainment venues. Throughout its history, the Greek has played host to some of the biggest legends in music – from Sir Elton John to Frank Sinatra, Bruce Springsteen to Carlos Santana and many more in between. This iconic venue has also served as a site for numerous high school graduations, community events and backdrops for television shows and motion pictures.

The Greek Theatre is owned by the City of Los Angeles and managed and operated by SMG. The 5,900 capacity outdoor venue is among the City’s most cherished public sites. SMG, the management company hired by the City of Los Angeles Recreation and Parks Department (“**RAP**”), and acting on behalf of RAP is issuing this Request for Proposal (“**RFP**”) related to The Greek Theatre (the “**Amphitheatre**”) located in Los Angeles, California and the surrounding areas as defined herein.

In 2015, RAP enacted SMG to provide for, among other things, the management of The Greek Theatre as a venue for professional tour live music concerts, cultural and commercial activities. The Theatre operates seasonally between the months of April – October and hosts an average of 70 events per season.

II. AMPHITHEATRE DESCRIPTION

The Amphitheatre is located in Los Angeles’ Griffith Park.

The Amphitheatre has a seating capacity of approximately 5900 seats for use during all concerts, community events and other events to be determined.

III. REQUEST FOR PROPOSALS

SMG is seeking proposals for **Lighting Production Support Services** at the Amphitheatre as more fully described in **Schedule 2** of this RFP.

IV. SUBMITTING A PROPOSAL

Each Proposer should carefully examine all documents provided in connection with this RFP and thoroughly familiarize itself with all requirements of the RFP prior to submitting its Proposal.

The following timetable has been established by SMG for the issuance, response and award of contract for the Product and Services. SMG reserves the right to modify this timetable and will notify each Proposer of any change in the schedule.

Proposers Notification	February 2 nd , 2022
Proposal Due Date	2:00 PM PST, February 14 th , 2022
Vendor Selection	On or around February 18 th , 2022

Each Proposer is expected to deliver a response to this RFP no later than **2:00 p.m. (PST), February 14th 2022** to SMG at the address set forth in **Section IV.C** below.

In addition, the Proposer shall provide, in completed form, the attached Schedules to this RFP.

- A. There will be no pre bid meeting, however a site visit for interested parties will be conducted on February 7th from 10am – noon.
- B. All inquiries regarding this RFP must be in writing directed to: Becky Colwell at the address set forth in **Section IV.C** below or via email to bcolwell@lagreektheatre.com Questions may be submitted up to **February 10th, 2022**. If the questions are deemed necessary to provide clarification, an addendum to this RFP will be issued three (3) days prior to the submission deadline.

Inquiries or other contact with any other officer, commissioner, agent or employee of SMG regarding the Amphitheatre and/or this RFP, including contact by the Proposer's contractors, agents, representatives and consultants, could result in your Proposal being disqualified.

- C. Each Proposer shall submit one (1) bound copy and one (1) electronic copy of its Proposal response to this RFP no later than **2:00 p.m. (PST), February 14th, 2022** addressed to:

Becky Colwell
 Greek Theatre General Manager
 SMG-Greek Theatre
 2700 North Vermont Avenue
 Los Angeles, CA 90027
bcolwell@lagreektheatre.com

Proposals in response to this RFP received after **due date and time** shall not be accepted.

ELECTRONIC PROPOSAL PERMITTED: Electronic proposals are permitted for services quoted that meet our needs exactly. Any service not specifically called out in this Solicitation and proposed by a Proposer must be presented in hard copy with comparison of services. Electronic proposals must be submitted to bcolwell@lagreektheatre.com. Facsimile transmissions are not acceptable.

- D. The Proposers shall note with their submittal any privileged information or other private data in or withheld from their submittal, and shall contact SMG regarding confidential treatment of such privileged information or other private data.
- E. SMG, at their sole discretion, shall have the right to reassess and determine whether any particular Proposer has the qualifications to proceed in this process, notwithstanding the receipt of this RFP. Such determination shall be made and based upon, among other things, information provided by the Proposer including: demonstrated understanding of and responsiveness to the requirements of this RFP and for the Project; the Proposer's past experience in supplying similar services and

equipment for similar multi-purpose facilities; and the costs set forth by the Proposer to provide the Products and Services requested in this RFP.

- F.** SMG may elect to interview one or more Proposers regarding their Products. The purpose of the interview will be to meet the Proposer, to become familiar with key personnel, and understand the Proposer's approach and ability to meet the stated objectives. The Proposer should be prepared to discuss, with specificity, the Proposer's capacity to provide Services requested in this RFP in compliance with the specifications and timetable set forth herein.
- G.** The Proposer may withdraw its Proposal before **February 14th, 2022**, without prejudice to itself, by communicating its purpose, in writing, to SMG, and when its communication is received, the Proposal will be returned to the Proposer, or its authorized agent, unopened. No Proposer may withdraw its Proposal within one hundred twenty (120) days after the day of opening Proposals.
- H.** Before submitting its Proposal, each Proposer will make all investigations and examinations necessary to ascertain anticipated conditions and requirements affecting the proposed products. Failure to make such investigations and examinations will not relieve the successful Proposer from the obligations to comply with all provisions and requirements of the RFP.
- I.** Execution of Proposal:
- If the Proposer is a corporation, a duly authorized officer of the corporation, with the designation of the signer's official capacity, will sign in the name of and under the seal of the corporation offering the Proposal. The Proposal will show the state in which the corporation is chartered, and if the state is other than California, the Proposal will show that the corporation is authorized to do business in the State of California.
 - If the Proposer is a partnership, a general partner will sign the Proposal in the name of the partnership or other Person duly authorized to bind the partnership. The capacity and authority of the individual signing will be shown.
 - If the Proposer is an individual or sole proprietorship, the individual person, stating name or trade name, if any, will sign the Proposal.
 - In any case, the Proposal will show the present business address of the Proposer at which communications from SMG and notices served are to be received.
- J.** SMG reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, addenda or amendments, as they may deem appropriate.
- K.** All information, suggestions, ideas, work product, drawings, designs, system ideas or plans and documents of the Proposer submitted in connection with the Proposal, whether in written or electronic format or presented during a presentation, will become the property of the Authority and the Authority will not be obligated to return the same to the Proposer. The Authority may use any and all information, suggestions, ideas, work product, drawings, designs, system ideas or plans and documents in any manner it may, in its sole discretion, deem appropriate. Selection or rejection of any Proposal will not affect the right of the Authority to use to any information, suggestions, ideas, work product, drawings, designs, system ideas or plans and documents of the Proposer submitted in connection with the Proposal.

V. INSURANCE AND BONDING

- A. Insurance requirements shall include at minimum the following coverage and must name SMG, The Greek Theatre, and the City of Los Angeles Recreation and Parks Department, as additional insureds. The limits below shall apply on a per-occurrence and aggregate basis and shall not be altered without 30 days' notice to SMG.
1. General Liability coverage of \$2,000,000
 2. Excess Coverage of \$5,000,000
 3. Automobile Liability coverage of \$2,000,000
 4. Workers Compensation coverage to meet statutory limits
 5. Employers Liability coverage of \$1,000,000
 6. Professional E&O insurance of \$2,000,000
- B. Certificates are required with submittals. Each proposal shall be accompanied by a letter of surety, from a Surety agent, stating ability to provide a performance bond of 5% of the total bid cost upon award shall also be included.

VI. PROPOSAL INSTRUCTIONS

Proposers shall submit one response per solicitation and shall not propose more than one price, model, and brand for each item on that solicitation. Should a Proposer desire to submit multiple or alternative proposals, (an "Alternate Proposal") each should be submitted in a separate solicitation and marked "ALTERNATE PROPOSAL."

All Proposals shall include but not limited to all insurance, bonding, etc.

It is the Proposer's responsibility to specifically address the variances to Specifications as laid out in the Solicitation. Any Alternate Proposal that does not provide line item specification variance explanation where needed will be rejected if deemed non-compliant to this section by SMG.

VII. PAYMENT INFORMATION

SMG is the entity that will issue all purchase orders, contracts and receive invoices on behalf of RAP. Payments with regards to this Solicitation will be reviewed and approved by SMG.

Payment terms are Net 45 days from receipt of invoice only after services have been provided.

VIII. PROPOSAL REQUIREMENTS

- A. The Proposer shall include a Price Proposal detailing costs in an itemized format. At minimum, the pricing sheet(s) must show the price breakdown per month.
- B. The Proposer shall include a minimum of three (3) references for comparable service efforts successfully performed by the Proposer within the last 18 months in similar venues.

- C. Each Proposer is required to provide the following information in the amounts requested. Proposers who fail to provide any of the submittals requested will not be given consideration.
- a. Submit one (1) copy of Drawings (if applicable) sufficient to explain the Proposers proposed list of equipment and adherence to the proposal specifications.
 - b. Submit one (1) copy of certificate of insurance as described above.

IX. EVALUATION OF PROPOSALS AND SELECTION OF PROPOSER

- A.** SMG will evaluate each Proposal and award the contract on the basis of cost and qualitative merit.
- B.** SMG may eliminate, in its sole discretion, those Proposers that are deemed non-qualified to provide the Services, or a portion thereof, or that are deemed nonresponsive according to the terms of this RFP.
- C.** SMG may reject all Proposals and decide to reissue the RFP or proceed without the assistance of any Proposer.
- D.** SMG reserves the right to accept or reject in part or in whole any or all Proposals submitted and may elect to enter into one or more separate agreements for the products with one or more Proposer.
- E.** SMG will not be required to state or indicate any reason for rejection of any Proposals or a portion thereof, or that are deemed nonresponsive according to the terms of this RFP.

SCHEDULE 1
PROPOSER BACKGROUND INFORMATION

Proposer Information

Company Name:
Business Address:
City, State, Zip:
Main Telephone Number:
Contact Person:
Direct Phone:
Email Address:

Please check one of the following and enter the information in the appropriate section.

Type of Entity

- A. () Individual/Sole Proprietor
- B. () Corporation/LLC
- C. () Partnership
- D. () Other Describe: _____

A. Individual/Sole Proprietor

Owner's Name: _____
Home Address: _____
City, State, Zip: _____
Federal Employer ID Number: _____
D.B.A. Trade Name: _____
Owner's Social Security Number: _____
Owner's Date of Birth: _____

B. Corporation/LLC

_____, a corporation/LLC organized under the laws of the state of _____
(Name and State) and domiciled at: _____
(State of Formation)

(Address of Home Office)

and authorized to do business in the state of California.

The Agreement will be signed by: _____ (Name of the Authorized Officer(s))

Federal Employer Identification Number: _____

Additionally, please furnish a copy of the Operating Agreement or minutes of the Corporation's Board of Directors showing his or her authority to act on behalf of the corporation.

C. Partnership

Name of Partnership: _____

Federal Employer ID Number: _____

Members/Partners: _____

(provide a list of all members/partners and share of ownership)

Managing Partner: _____

Home Address of Managing Partner:

_____, a Partnership organized under the laws of the state of
_____ (Partnership Name), and domiciled at:
_____ (State of Formation or existence)

(Address of Home Office)

and authorized to do business in the state of California.

The Agreement will be signed by: _____ (Name of Partner)

Additionally, please furnish a copy of the partnership agreement evidencing the formation of the partnership and the authority and incumbency of the Person signing on behalf of the partnership.

D. Other Business Entity

Owner's Name: _____

Home Address: _____

City, State, Zip: _____

Federal Employer ID Number: _____

D.B.A. Trade Name: _____

Owner's Social Security Number: _____

Owner's Date of Birth: _____

SCHEDULE 2

SCOPE OF SERVICES

Provider's duties at the Amphitheatre will include:

- A Leased stage lighting system for the seasonal Concert Series at The Greek Theatre, Los Angeles, California consisting of approximately 70+ events between the months of April and November.
- Seasonal Load in, equipment testing completion, no later than March 25th, 2022. Load out approximately December 1, 2022. Production scheduling will be managed by SMG production management.
- Vendor to provide a leased cost quote for the following:
 - A mixture of 8-12 LED Lekos for stage specials and 40 LED wash light application.
 - 8 Moving instruments and spot fixtures desired.
 - A 330' Front of House Snake
 - A separate processing/power distribution to maximize the performance of the lighting package.
 - All necessary cabling, safeties and hanging hardware for leased equipment.
 - A Grand MA or MA lite
 - LED audience blinders
 - On-call technician available to trouble shoot any lighting equipment challenges during events.

SPECIFICATIONS

I/we make the following specifications as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others, for the purpose of restricting competition. However, I/we may freely join with other persons or organizations, for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by SMG without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. I/we understand that SMG will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of SMG, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
6. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
7. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Proposer

Title

Date